

APRIL 12th, 2019

FRANKLIN COUNTY, MISSOURI
PURCHASING DEPARTMENT
400 EAST LOCUST
UNION, MISSOURI 63084

FGM ARCHITECTS INC.
10 SOUTH BROADWAY, SUITE 1150
ST. LOUIS, MISSOURI 63102

TO: PROSPECTIVE BIDDERS

SUBJECT: FRANKLIN COUNTY PUBLIC SAFETY FACILITY
FGM Project No.: 18-2562.01

This addendum forms a part of the Bidding and Contract Documents and modifies the original bidding documents dated March 29th,2019. Acknowledge receipt of this addendum in space provided on Bid Form. Failure to do so may subject bidders to disqualification.

CLARIFICATION – There will be a second walk through available for bidders at the existing facility. Please meet at the front of the Facility. Address and Date listed below. This will be Contractors last opportunity to walk the facility.

- Franklin County Sheriff's Office – 1 Bruns Lane, Union MO, 63084
- April 16th (Tuesday) @ 2:00pm.

SPECIFICATIONS

1. SECTION TOC - TABLE OF CONTENTS

- a. Page 1 Table of Contents, pages: 3 REVISED TO READ – Pages: 7
- b. Page 1 Schedule of Drawings, pages: 2 REVISED TO READ – Pages: 6
- c. Page 3 Division 07-42-13.13 Formed Metal Wall Panels, pages:12 REVISED TO READ – Pages 10
- d. Page 3 Division 07-53-23 Ethylene-Propylene-Diene-Monomer (EPDM), pages: 13 REVISED TO READ – Pages:12
- e. Page 3 Division 07-84-13 Penetration Firestopping, pages 9: REVISED TO READ – Pages: 7
- f. Page 6 Division 26-09-41 Access Control System, Pages:10 - OMIT

2. SECTION 00 – BIDDING AND CONTRACT REQUIRMENTS

- a. 2019-A6 General Works: REVISED – See attached pages.
- b. 2019-A7 Fire Protection: REVISED – See attached pages.
- c. 2019-A8 Plumbing: REVISED – See attached pages.
- d. 2019-A9 HVAC: REVISED – See attached pages.
- e. 2019-A10 Electrical and Low voltage: REVISED – See attached pages.
- f. AIA document A101-2017: REVISED – See attached pages.
- g. AIA document A201-2017: REVISED – See attached pages

- ##### 3. SECTION 01-31-00 PROJECT MANAGEMENT AND COORDINATION: Paragraph 1.6,A.: ADD _ “Coordination Drawings requirement shall apply to all renovated construction areas, as well as to any and all new construction areas where multiple trades will be installing, modifying or otherwise working in close proximity to one another. Mechanical Prime Contractor shall collect, review, and reconcile coordination drawings to be generated by all other Prime

Contractors prior to fabrication and installation of work. Mechanical Contractor shall then generate a consolidated set of coordination drawings in order to facilitate clash detection and coordination between multiple trades, and shall provide to the Architect as a submittal. After receipt of reviewed submittal, Mechanical Contractor shall facilitate a meeting with all Prime Contractors participating, in order to review and address any issues of conflict between scopes of work to be performed by all Primes."

4. SECTION 06-50-20 METAL CASEWORK: Paragraph 2.1, A.1, a: REVISED Model: BEV3072SE-10BS/L 30" x 72" counter with rolled front edge with sink.
5. SECTION 08-71-00 FINISH HARDWARE – WILL BE ISSUED UNDER FUTURE ADDENDUM
6. SECTION 10-14-23 INTERIOR SIGNAGE
 - a. Paragraph 1.2, A.3: OMIT - Vinyl Applied Letters
 - b. Paragraph 1.5, A: REVISED - "Federal Accessibility Guidelines..."
 - c. Paragraph 2.1, A.1: REVISED – Panel Basis of Design: "VIVID"
 - d. Paragraph 2.7: OMIT – VINYL APPLIED LETTERING
 - e. Paragraph 4: OMIT - SCHEDULE
7. SECTION 26-00-23 OWNER FURNISHED EQUIPMENT: ADD – See attached pages.
8. SECTION 26-07-70 SECURITY SYSTEM ROUGH-IN: ADD – See attached pages.
9. SECTION 26-09-41 – ACCESS CONTROL SYSTEM: OMIT
10. SECTION 26-04-30 SERVICE SWITCHBOARDS: Paragraph 1.2B - ADD as follows: "Switchboard shall be Owner Furnished Contractor Installed. Refer also to specification 260023 – Owner Furnished Equipment." Part 2 shall be revised to "Not Used."

DRAWINGS

11. E0.0.2 ELECTRICAL ONE LINE DIAGRAM: REVISED–plan to indicate MSB will be Owner Furnished Contractor Installed. MSB will be furnished with all circuit breaker, arc-energy reduction methods, kirk-key interlocks, CT/PT section, Cam-Lok connectors and bussing. MSB to be as manufactured by Eaton Pow-R-Line C Switchboard, with reference document attached. Electrical Contractor shall contact Wesco with Quotation Number 195571 for coordination of delivery.
12. ED2.1.2 ELECTRICAL POWER DEMO PLAN – AREA 'B': REVISED –plan to show location and demolition of Ameren meter enclosure. Coordinate with Ameren to remove exterior meter and enclosure prior to installation of new MSB. Meter is on the exterior wall outside Electrical B198. Ameren will estimate usage during the time between demolition of meter and connection of new service.

Sequence of Operation for transition of building power to new service is intended to minimize the downtime and shall be as follows:

1. Coordinate with owner and get written approval 2 weeks ahead of planned outage, anticipated to be June 14, 2019. Provide temporary power, lighting and equipment as necessary for contractor to complete the work.
2. Coordinate primary power overhead, pole and underground work and new service lateral, transformer, conductors and conduits with Jeff Brown at Ameren.
3. Coordinate mobile rental genset with owner's representative and owner's genset supplier. Rental genset shall be ready for connection and operation prior to planned utility outage.
4. Install underground service entrance conduits from new Ameren pole to new pad mounted transformer location and from transformer to new MSB. Install new conductors from transformer to MSB.

5. Remove existing utility meter and install new MSB, making conductor terminations and opening all MSB main and distribution circuit breakers. Install new conduits from MSB to existing Main Switchboard and stub out conduits for new ATS-1, SPD and isolated ground bus.
6. Install temporary mobile genset cables, furnished by owner's rental genset supplier, on face of exterior wall between mobile genset and MSB Cam-Locks and terminate to Cam-Loks.
7. Coordinate with Ameren to be on-site and ready to transfer power from existing to new service.
8. Verify level of genset bulk fuel tank and provide additional fuel as needed for a minimum of 24 hours of runtime.
9. Start existing generator set and verify proper operation. Place in "hand" mode.
10. Transfer existing ATS to standby source.
11. Ameren shall remove power from existing pad mounted transformer.
12. Open 400 amp switch in existing Main Switchboard that feeds normal side of ATS.
13. Verify genset accepts the load and has continued operation of panels DE-1, DE-2, DE-3 and downstream panels and equipment.
14. Open all switches in Main Switchboard.
15. Disconnect main conductors from Main Switchboard, complete conduit and wire installation from new MSB to Main Switchboard and terminate new conductors.
16. Coordinate with Ameren for energizing new pad mounted transformer and MSB.
17. Verify proper voltage, current, phase rotation and operation of new service at MSB for a minimum of 30 minutes.
18. Close 2500A main circuit breaker and verify proper voltage, current, phase and operation of MSB.
19. Close 60A circuit breaker for SPD.
20. Close 1200A circuit breaker for Main Switchboard and verify proper voltage, current, phase and operation of Main Switchboard.
21. Open generator output circuit breaker at existing genset and disconnect feeder from ATS standby terminals and pull back out of ATS. Provide (2) 2" conduits with 400A conductors terminated and extended out top of ATS to a splice box with insulated cable connector blocks for extension to new 750kW genset at a later time.
22. Close the 400A switch in the Main Switchboard feeding normal side of existing ATS.
23. Verify ATS transfers from standby to normal power (new service).
24. Close switches one-by-one in Main Switchboard in order: T1/D-1, D-2, KP-2/-2A, 800A sub, D-3, RTU-1, RTU-2, RTU-3, RTU-7 and EWH. Time 1 minute between each successive closure.
25. Verify proper voltage, current, phase and operation of each panel and equipment.
26. Maintain site presence for a minimum of 1 hour follow the final operation.
27. Disconnect existing generator set and remove conductors. Load genset on owner furnished trailer for removal from site.
28. Drain underground tank and dispose of remaining fuel legally. Demolish underground diesel fuel tank.

RESPONSES TO REQUESTS FOR INFORMATION

1. Will there be multiple closeout documents required due to multiple phases?

RESPONSE: Multiple phases of work and completion will necessitate the use of multiple closeout documents

2. Will Background checks be required for offsite workers?

RESPONSE: Not required for off-site workers

3. Does a potential bidder need to be a registered plan holder with the County?

RESPONSE: It is not required, but Drexel online plan room will require users to register to view or download plans as needed.

4. Do the Pre-engineered cells have openings for associated MEP trades?

RESPONSE: Yes. Please review VOL 2 of 2 for MEP drawings and keynotes associated with the Detention cells as a part of this scope of work. Review the Detention Package Drawings and Specification section 13-42-64 PRE-ENGINEERED STEEL DETENTION MODULES for more information.

5. Will the Navigate Superintendent schedule the subs of the prime contractors?

RESPONSE: No. Each Prime contractor is responsible for scheduling and coordinating their own sub-contractors.

6. Has a date been confirmed for the delivery of the Steel Detention cells?

RESPONSE: Yes. The date has been confirmed for November 2019 at the latest.

7. Is there a re-roofing scope apart of this project?

RESPONSE: There will be no re-roof of the existing outside of what is required for patching or tie-in for the additions and new penetrations per the contract documents.

Respectfully,



Joshua N. Mandell, AIA, NCARB, LEED® AP BD+C

This addendum consists of 136 pages

Attachments: ADD01 8.5"x11", PRE-BID Agenda, Attendance Sheet, AIA A101-2017, AIA A201-2017, MO SWPP Permit, 2019-A6 General Works ADD1, 2019-A7 Fire Protection ADD1, 2019-A8 Plumbing ADD1, 2019-A9 HVAC ADD1, 2019-A10 Electrical and Low Voltage ADD1, 260023 Owner Furnished Equipment, 260770 Security System Rough-in, Switchboard General information.

Drawings: NONE

Franklin County, Missouri
Franklin County Public Safety Facility Additions & Renovations
Pre-Bid Conference
Bid Packages 2019-A6 General Works, 2019-A7 Fire Protection,
2019-A8 Plumbing, 2019-A9 HVAC, and 2019-A10 Electrical
April 9, 2019 - 2:00 p.m.

1. Introductions
 - a. Franklin County, Missouri – Main Contacts
 - i. Ann Struttmann – Purchasing Director
 - ii. Tim Brinker – Presiding Commissioner
 - iii. Steve Pelton – Sheriff
 - iv. Abe Cook – Emergency Management Director
 - b. Navigate Building Solutions, LLC will be the Construction Manager
 - i. Jen Kissinger- Pre-Construction Project Director
 - ii. Jere Sheehan- Construction Project Director
 - iii. Tim Graham – Field Superintendent
 - c. FGM Architects, Inc. – Lead Design Firm
 - i. Kevin Meyer
 - ii. Nick Beishir
 - d. Elevatus Architecture – Detention Architect
 - e. Cochran – Civil Design Team
 - i. Elliott Reed
 - f. KPFF Consulting Engineers – Structural Design Team
 - g. SSC Engineering, Inc –MEPFP Design Team
 - i. Jeff Huettenmeyer
2. Project Overview:
 - a. The scope of work for the project includes construction of a new 52,952 SF jail addition and a 4,580 SF 911 Dispatching addition to the existing Sheriff’s Department. Once the construction of the additions are complete and occupied, renovation of the existing 49,140 SF Sheriff’s Department will take place in multiple phases. Construction also includes some site improvements.
 - b. Project will be a multiple prime scenario coordinated by the Construction Manager.
 - c. The Detention and Security Package was previously bid and awarded to Pauly Jail. Detention bid documents and scope are provided on Drexel for reference and coordination. The documents have been updated since the Detention and Security Package was bid, so bidder should reference the current bid set for the most current information.
 - d. FULL SCOPES OF ALL WORK ISSUED IN BID DOCUMENTS. BIDDER MUST REVIEW THEIR SCOPE AND ALL OTHER SCOPES PRIOR TO BID.
 - e. Contracts will be held by the County.
3. **Proposals will be received in person no later than 2:00 PM CDT on April 30, 2019. Bids received after 2:00 PM April 30, 2019 CDT will not be opened.** Bids will be publicly opened and read aloud in the Commission Chambers shortly after receipt of bids.
4. All bid questions need to be submitted before 4:30pm on April 18, 2019 and shall be directed to the County as follows:
 - a. Ann Struttmann, Purchasing Agent
purchasing@franklinmo.net
636-584-6274
 - b. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients and posted to Drexel.

5. Each bid must be accompanied by a cashier's check or certified check, or a Bid Bond executed by the Bidder and an approved surety company payable to the Owner, in an amount not less than five percent (5%) of the sum total of the base bid.
6. A payment bond and performance bond in the amount of one hundred (100%) percent of the bid amount will be required of the selected bidder. **Cost of the bond must be included in the Lump Sum Base Bid amount.**
7. Background checks for workers including office staff that visit site regularly will be required. Vendor delivery drivers will not be required to have background checks. List of employees who have passed the background check for prime Contractors and their subcontractors to be provided to CM before starting work. Background checks to consist of Name Search available from Missouri State Highway Patrol. Search can be requested and paid for by using following website: www.machs.mo.gov . Results provided to CM of background checks will only consist of a list of workers that passed. Workers with felony convictions for violent crimes or who are on the sex offender list will be deemed to have not passed the background check and are not allowed on the construction site.
8. Each bid package must include in the base bid the specified coordination allowance identified in the scope of work.
9. Each bid must be submitted **in a sealed envelope** and addressed as indicated in each bid package. Bidder shall use the envelope label issued as Attachment 1 in their bid package.

Deliver envelope to:
Franklin County, Missouri
Purchasing Department
400 East Locust Street, Room 004
Union, MO 63084

Fax or email bids will not be accepted. Unsigned bids will not be accepted.

Bids submitted to NAVIGATE's office will not be accepted.

No late bids will be accepted.

10. Bids will be held good and may not be withdrawn for a period of 60 calendar days from receipt of bids.
11. Bid documents access will be provided by contacting the printer as follows:

<http://planroom.drexeltch.com>
Search for the Project Name
Register your Company or Login
Download or Order Prints directly from Drexel.
12. Project is tax exempt.
13. All bidders **MUST** submit bids using the Bid Form provided in the Project Documents.
14. All Alternate pricing must be submitted at the time of bid. Also submit all References at the time of bid. **BIDDERS SHALL READ THE BID DOCUMENTS AND SUBMIT ALL ITEMS AS INDICATED ON THE SUBMISSION CHECKLIST.**

Bidders be advised that there is a lot of information being requested with your bid, so please have your administrative personnel prepare the exhibits early in your bidding process so that you can focus on the bid form and alternates on bid day.

15. All bidders **MUST** submit the following within 24 hours of the bid opening:
 - a. Supplemental Bid Information Form indicating Unit Prices and Proposed Subcontractors in each category.
 - b. This can be submitted via email as indicated on the Supplemental Bid Information Form.
16. If selected for a pre-award interview, Contractor will be contacted after the bid opening by NAVIGATE or the Owner. Bidders shall reserve May 2, 2019 from 8am-4pm in the event they are selected for an interview.
17. The project is prevailing wage. All wages paid for work performed on site must comply with the Missouri Division of Labor Standards Annual Wage Order Number 25 for Franklin County, Missouri.
18. Certified Payroll will be a requirement of this project.
19. The Owner anticipates that a Notice to Proceed will be issued May 21, 2019.
20. Liquidated Damages do apply to this contract. Liquidated damages will be assigned based on the Master Project Schedule issued in the bid documents.
21. Bidders shall review the Scope of Work and the Contract with the Owner issued in the bid documents.
22. The Bidders will be responsible for building a project schedule that accommodates the Master Project Schedule issued in the bid documents. This project schedule should be submitted to the Owner no later than 21 calendar days after issuance of Notice to Proceed.
23. A copy of these minutes and the Pre-Bid Sign-in sheet will be issued with Addendum Number 1.
24. The geotechnical report, global stability analysis, and hazardous materials reports are included in the bidding documents. Bidders should review these documents.
25. The Owner will furnish the building permit, fire permit, DNR Land Disturbance permit, and Franklin County Health Department permit. This contractor and/or its subcontractors shall be responsible for obtaining all other permits, if required.
26. The Owner shall provide all quality control testing and this contractor will be responsible for coordinating with a testing agency to prepare concrete test cylinders and to perform other onsite testing work as required by the specifications and special inspections requirements.
27. The General Works Contractor will be responsible for all SWPPP inspections, weekly and/or after a rain events. These will be submitted to the Construction Manager weekly and within 24 hrs of each weather event. This contractor is also responsible for installation, maintenance, and removal of the silt fence during the course of construction and at the end of construction.
28. The General Works Contractor shall supply lockable entry gates and fence where indicated on the site logistics plan. No full site perimeter fence is required. Site gates shall be secured at the end of each day.
29. Contractor parking shall be onsite to the extent available in areas indicated on the site logistics plan. Contractors are responsible for providing any additional off-site parking/shuttle for construction trades if needed beyond the site availability.

30. The General Works Contractor is responsible for providing/removing temporary construction parking areas for trades and visitors as indicated on the site logistics plan. Otherwise, workers shall carpool to the site. Local ride-share lots are available in Union.
31. Builder's Risk Insurance will be provided by the Owner.
32. Each contractor will be responsible for all project as-builts for their scope of work, including as-built site surveys for site utilities by the General Works package.
33. This contractor will be required to have a full-time site foreman onsite when their employees or subcontractors are present. Foreman can be a working foreman. Each prime contractor's foreman is to provide daily reports to the Construction Manager.
34. General Works Contractor will provide the benchmarks and control lines to be used by all contractors onsite.
35. Each contractor is responsible for locating all public and private utilities as needed to perform the scope of their package.
36. General Works Contractor will provide dumpsters and temporary toilets for all bid packages.
37. Each Prime Contractor is responsible for their own first aid, ice/cups/water, site safety, seismic supports per code, and firestop systems for wall/floor/roof penetrations as required by code or AHJ.
38. Temporary utilities to be provided by the Contractors.
39. No tobacco use allowed onsite.
40. On the tour of the site and building today, no photographs of any inmates is allowed. You will be reminded of this again at the site.



Pre-Bid Meeting Attendees

Date: Tuesday April 9, 2019

Project: Franklin County, Missouri – New Jail Addition, New 911 Addition, Sheriff's Dept Renovation

Location: 1 Bruns Lane, Union, MO 63084

Name	Company	Email Address	Phone
JOE SEYMOUR	RIVER CITY CONSTRUCTION	JSEYMOUR@RCC.LLC.COM	573-657-7380
William Schmidt	Higgins Electric Inc	brschmidt131@gmail.com	573-564-2209
Scott M. Cason	BusComm Inc.	SCASON@BUSCOMM.INC.COM	573-259-9729
JOE CHRISTANTE	GUARANTEE ELECTRIC	JOE.CHRISTANTE@GECO.COM	314-678-8062
GREG MEDLEY	ALBERT ARNO INC	greg.medley@albertarno.com	314 383-2700
TONY MARLO	ICS	BIDS@ICS-STL.COM	314-534-6664
thom Schwetye	Building Works	tschwetye@buildingworksinc.com	314-647-2841
MARK KAMP	WACHTER, INC.	mekamp@wachterinc.com	636-464-3555
Rikki Bertaglioli	Questec Mechanical	estimating@questec.us	573-875-0260
Jen Kissinger	NAVIGATE	jen@navigatebuilding solutions.com	314-713-6211
Bob BAKER	BENSON ELECTRIC	bbaker@bensonelectric.com	314-644-2844
DUANE CHWASCIANSKI	AMERICAN ELECT DATA	DUANE@aedl-mo.com	636-328-8811
Marvin Eckelkamp	Coleman Heating	marvin@chsm,inc.com	314-568-4627
KEVIN MEYER	FGM ARCHITECTS	KEVIN.M@FGMARCHITECTS.COM	
Nick Bershner	FGM ARCHITECTS	NICK.B@FGMARCHITECTS.COM	
Elliott Reed	Cochran	ereed@cochraneng.com	636-584-0540
Jeff Huettnermeyer	SSC Engineering	jhuettenmeyer@ sscengineering.com	636-530-7770



Pre-Bid Meeting Attendees

Date: Tuesday April 9, 2019
Project: Franklin County, Missouri – New Jail Addition, New 911 Addition, Sheriff's Dept Renovation
Location: 1 Bruns Lane, Union, MO 63084

Name	Company	Email Address	Phone
David Demise	Demison Const	bmenamw@demisonconstruction.com	636-332-5500
MIKE WAGNER	ABE SECURITY	MIKEW@ABESEURITY.com	636-600-4705
Anthony Williams	Williams Brothers	estimating@wbci.us	309-688-0416
Larry Keenan	Keenan Heating & Cooling	larry@kheatcool.com	573-459-2135 314-603-0532
Adam Shaffer	Ozark fire sprinkler	ashaffer@ozarkfs.com	660-438-5701
STEVE WEST	Vision Electric	stevewest@visionma.com	314-853-2691
LONNIE SOMERS	KAUSEE ELECTRIC	LSOMERS@KAUSEEELEC.COM	314-960-6166
Eric Wagner	Power Up Electric	ewagner@theupcompanies.com	314-204-3233
JEFF BRETZ	POWER UP ELECTRIC	jbretz@theupcompanies.com	314-680-6350
Kevin Rhenastich	R.C. Ross	Kevinb@rcross.com	314-658-7255
Andrew Schwal	Walla County Electric	Andrew@wallacountywalelect.com	314-304-5294
Jason Schepis	Tristar Electric	JSchepis@TristarStl.com	314-486-7171
Jose Sheehan	Navigate	Jose@Navigatebuildingsolutions.com	314-996-9614



Pre-Bid Meeting Attendees

Date: Tuesday April 9, 2019

Project: Franklin County, Missouri – New Jail Addition, New 911 Addition, Sheriff's Dept Renovation

Location: 1 Bruns Lane, Union, MO 63084

Name	Company	Email Address	Phone
Justin Cline	KCB Construction	jccline@kcbconstruction.com	314-200-6472
STEPHEN SCHMITZER	Rock Hill Mech	SDS@RHMCORP.COM	314-966-0600
Dan Tucker	Pipe + Duct Systems	dantucker@pipesystemsmech.com	314-565-4623
CRAIG COPELAND	WRIGHT CONST SERVICES	BCOS@WRIGHTCONSTRUCT.COM	636 220 6850
Scott Stenger	Miss. Missouri Fire Protection	scott.richofire@gmail.com	573 345 3997
Carol Grunke	Midwest Fin. Mech		573-345-3997
Patricia Shankley	PB Electric	PA_electric@yahoo.com	573 259 0541
Dave Berry	Franklin Mech	DJBerry@zmkcompanies.com	(314) 492-3200
Brent Wiley	Roofing sales/ Firestone	brent@roofing sales.net	314-724-5634
Matthew Coleman	Engineered Fire Protection	mcoleman@efpstl.com	314-825-5135
TIM DECKER	CR MECHANICAL	TDECKER@CRMECHANICAL.COM	314-220-1720

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 « TBD » day of « May » in the year « 2019 »
(In words, indicate day, month and year.)

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

« Franklin County, Missouri »
« 400 E. Locust St. »
« Union, MO 63084 »
« »
« »

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

« TBD »
« TBD »
« TBD »
« »
« »

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

«Additions and Renovations to the existing Franklin County Sheriff Station, Jail, and
Communication Center»
«Bid Package BP-2019-XX TBD»

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

« FGM Architects, Inc »« »
« 10 S. Broadway »
« St. Louis, MO 63102 »
« »

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.

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(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.)

« The date of commencement of the Work shall be fixed in a notice to proceed issued by the Owner or shall be the date of this Agreement, whichever is issued first. »

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 This contract must achieve the substantial completion dates identified in Section 3.3.2. It is expected that within the overall contract duration, this Contractor must include an allowance of thirty (30) work days for delays due to weather.

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of all work related to new construction, renovations, bid alternates, anticipated soil treatment/remediation identified on the bid form, and associated Site Work in phased substantial completion phases as follows:

:
(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 dates:

§ 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. Contractor shall reference Exhibit F Phasing Plan:

Portion of Work	Substantial Completion Date
Receipt of all submittals for review	August 30, 2019
Delivery of steel cells	November 1, 2019
Phase Ia: Ares 1 and 2 (New Jail Addition and Site)	September 1, 2020
Phase Ib: Area 4 (New 911 Dispatch Addition and associated site for occupancy)	January 30, 2020
Phase Ic: Area 10a (Road Patrol offices)	May 22, 2020
Phase II: Area 3 (Kitchen, Laundry, Dishwashing, Trustee Housing, Weekender Housing, and Women's Housing), Area 5 (EMA), Area 6 (Evidence), Area 7 (Narcotics), Area 8 (Sheriff's Office, Lobby, Restrooms), Area 9 (Detectives)	February 11, 2021
Phase III: Area 10b (Road Patrol Training Room and Breakroom)	May 4, 2021

Contractor shall reference Exhibit F; Phasing Plan in reference to above substantial completion dates.

§ 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. Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Substantial Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

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 including Performance and Payment bonds 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.. The Owner reserves the Right to accept the following alternates through the Change Order Process post execution of this Agreement for the amounts below. This Contractor will advise the Owner on when these decisions need to be made in order to not delay the Project. Contractor must hold prices for these Alternates until June 30, 2019

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
TBD	ADD \$TBD	

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

Item	Price
Coordination Allowance	\$TBD

§ 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)
TBD	TBD	TBD

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

« Contractor understands that time is of the essence for the Owner as to the deadlines set forth in this Contract, that Owner will be harmed if Contractor fails to complete the Project in timely manner, that precise quantification of damages for such harm would be difficult, and the amounts specified herein as Liquidated Damages for delay are reasonable. Contractor shall be responsible to maintain scheduled items for the Contractor's work as shown in the Contract Documents. In the event that the Contractor does not substantially complete the work within the new construction additions, existing building and associated site work by the required Substantial Completion dates, the Contractor agrees to pay the Owner, or to deduct from the Contract Sum, not as a penalty, but as liquidated damages, the amount of \$1,500 for each and every calendar day that the intermediate and final Substantial Completion dates are delayed.

If Contractor shall neglect, refuse, or fail to complete the remaining work and closeout documents within Thirty (30) calendar days after eac intermediate and the final Substantial Completion dates (including any proper extension granted by the Owner), Contractor shall pay the Owner the stipulated sum of Five Hundred Dollars (\$500) for each day that expires after the time specified for completion & readiness for final payment.

If the Contractor shall neglect, refuse, or fail to submit all of the project submittals within One Hundred and Twenty (120) business days after Notice to Proceed (including any proper extension granted by the Owner), Contractor shall pay the Owner the stipulated sum of Five Hundred Dollars (\$500) for each day beyond the submittal milestone. »

§ 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 a draft Application for Payment is received electronically by the Architect and the Owner's Representative not later than the 20th day of the invoicing month and subsequently recommended for approval, and the official Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same 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 Thirty (30) days after the Architect receives the Application for Payment. Notwithstanding the above, payments will be made as soon as practicable after the County Commission Meeting following receipt of the invoice. In no case will payment be delayed more than thirty (30) days. Moreover, if Owner is entitled to deduct damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such damages, amounts and fees at any time (Federal, state or local laws may require payment within a certain period of time).

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 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.

Applications for Payments shall be submitted on AIA Documents G702 and G703. In the event of a dispute with regard to any item included in an Application for Payment, the Owner shall make payment for items not in dispute and shall have the right to withhold from payment the amount of such disputed item while the parties attempt to resolve the dispute in accordance with the dispute resolution provisions provided for in the Contract Documents. Such applications shall include:

- Certified payrolls, An original accounting of all labor rates and hours of Work
- Invoices for all materials, rental equipment, and Contractor's statements.
- Copies of Contractor's daily log
- Compliance with prevailing wage laws as per annual wage order issued with this contract
- If invoicing for stored materials that have not been delivered to the project site, the following must be provided: proof of stored materials including certificate of insurance for facility where materials are stored, photographs of such materials, materials are labeled with signs indicating materials are "Property of Franklin County, Missouri" and copies of invoices for materials from the vendors/supplier.

§ 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 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five Percent (5%) Pending final determination of cost to the Owner of Changes in the work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2017, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved

in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of Five Percent (5%);

- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2017.

§ 5.1.6.2 The progress payment amount determined in accordance with Section 5.1.6.1 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2017.
- .3

§ 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% »

§ 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.)

« None »

§ 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.)

« None »

§ 5.1.7.3 Deleted

« »

§ 5.1.8 Deleted

§ 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.

At the time of this agreement, there are no known advance payments requested.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum minus disputed sums and authorized deductions, shall be made by the Owner to the Contractor after:

- .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.
- .3 The Contractor has completed all punchlist items to the satisfaction of the Owner's Representative, Architect and Owner.
- .4 The Contractor has delivered all closeout Documentation required under the Contractor Documents, which include (1) original-final release of claims from Contractor (AIA G706 and G706A), in triplicate-operation and maintenance instructions/manuals; (1) original of final certified payrolls from

Contractor and all lower tiered subcontractors, (1) original affidavit of compliance with prevailing wage laws from contractor and all lower tiered subcontractors, schedules, in triplicate equipment manuals, in triplicate marked up record documents, and in triplicate other closeout documents reasonably required by the Owner.

§ 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. Any claims or disputes between the parties of this agreement arising from or relating to this agreement or breach thereof, shall, as a condition prior to binding litigation, shall be submitted to non-binding mediation. The mediator's fees and expenses and any costs associated with the mediation shall be borne equally by both parties. Each party shall be responsible for paying its own costs, expenses, and attorney fees related to participating in the mediation. Disputes under this agreement shall be exclusively litigated in the Circuit Court for Franklin County, Missouri.

(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)*

«Mediated as provided in Section 15.3 thereof. If either party so desires, or if mediation fails to resolve the dispute, the dispute may be resolved by litigation.»

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 Deleted

« »

§ 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)

« Navigate Building Solutions, LLC »
« 9920 Watson Road »
« Suite 201 »
« St. Louis, Missouri 63126 »

« The Owner has retained Navigate Building Solutions, LLC as its Construction Manager for the project. The Contractor shall cooperate with the Construction Manager’s Representative to the same extent as the Owner. »
« »

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

« TBD »
« TBD »
« TBD »
« TBD »
« »
« »

§ 8.3.3 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 Contractor shall secure and maintain at its own cost and expense and throughout the duration of this Contract and until the work is completed and accepted by the Owner, insurance of such types and in such amounts as may be necessary to protect it and the interests of the Owner against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the Owner. Bid package requires AM Best rating of A-IX or higher. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

Certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the Owner within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. Work may not proceed until proof of all required insurance has been provided to the Owner. All insurance policies shall include an ISO Additional Insured Endorsement (CG 20 10 and CG 20 37 2004 editions or equivalent) listing the Owner and the Owner’s Representative as additional insureds on a primary basis with owner and/or construction manager insurance excess and not contributory, general liability and auto to contain waiver of subrogation in favor of Owner and its officers, directors and employees, and an ISO Notice of Cancellation/Modification Endorsement providing thirty (30) days written notice to be given by the insurance company to the Owner prior to modification or cancellation of such insurance.

Such notices shall be sent via email to the Owner’s Representative AND the Owner directly.

§ 8.5.2 Minimum Coverages

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- a. Workers' Compensation: Statutory coverage per R.S.Mo. 287.010 et seq.; Employer's Liability: \$1,000,000.00 for bodily injury each accident or disease, each employee for injury by disease.
- b. Commercial General Liability Insurance: ISO occurrence form CG00010798 or later edition or equivalent substitute form. Including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of Three Million Dollars (\$3,000,000.00) for all claims arising out of a single accident or occurrence, Three Million Dollars (\$3,000,000.00) for products/completed operations and One Million Dollars (\$1,000,000.00) for any one person in a single accident or occurrence/advertising injury. Aggregate limits to apply separately to the Project other than completed operations hazards. ISO CG 25 03 endorsement for general aggregate limit of Three Million Dollars (\$3,000,000.00).
- c. Automobile Liability Insurance: ISO CA0001, CA0002, CA0005, CA0020 or equivalent. Covering Bodily Injury and Property Damage for owned, non- owned and hired vehicles with limits of Three Million Dollars (\$3,000,000.00) for all claims arising out of a single accident or occurrence.
- d. Owner's and Contractor's Protective Liability Insurance, to protect the Owner, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of Three Million Dollars (\$3,000,000.00) for all claims arising out of a single accident or occurrence and Five Hundred Thousand (\$500,000.00) for any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

- (1) be a separate policy with the named insured being the Owner;
 - (2) be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automobile Liability Insurance; and
 - (3) contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.
- e. All-Risk Builders Risk Insurance (if required by the Owner): Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the Owner.
 - f. Umbrella Excess: Two Million Dollars (\$2,000,000) per occurrence and aggregate over employer's liability, general liability, and auto liability, with "follow-form" of underlying policies.

§ 8.5.2.1 Subcontractors

The Contractor shall require all subcontractors to procure and maintain all insurance required in this section and in like amounts and shall provide evidence of such insurance, with the following exceptions:

- a. Subcontractors are not required to provide All-Risk Builders Risk Insurance;
- b. Subcontractors with an initial contract amount less than \$100,000.00 may provide liability coverage limits of \$1,000,000.00 in addition to a \$1,000,000.00 umbrella policy;

- c. Subcontractors need not carry OCPL coverage if contractor's coverage is inclusive;
- d. The Contractor and/or subcontractor shall furnish the Owner prior to beginning any work satisfactory proof of carriage of all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the Owner.

§ 8.5.3 Pending Legislation

If the scope or extent of the Owner's tort liability as a governmental entity as described in Section 537.600 through 537.650 R.S.Mo. is broadened or increased during the term of this agreement by legislative or judicial action, the Owner re Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as may require to protect the Owner from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

§ 8.5.3 Performance and Payment Bonds

The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the Owner and on the forms approved by the Owner. Each bond shall be in the full amount of the parties' contract and shall be conditioned upon the full and faithful performance of all major terms and conditions of the contract and the payment of all labor and material suppliers. If at any time after the execution of a contract and the surety bonds (in the forms attached hereto) the Owner shall deem any bond surety to be unsatisfactory, or if for any reason, a bond ceases to be adequate to cover the performance of the work or the payment of labor and materials, the Contractor shall, at its expense and within five (5) days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the Owner. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and must be listed in United States Treasury Circular 570, and the bonds shall be accompanied by current powers of attorney, on a form acceptable to Owner.

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2017. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2017.)

§ 8.6 Deleted

§ 8.7 Compliance with Laws:

§ 8.7.1 The Contractor shall comply with all local, state, and federal laws, rules, and regulations applicable to the provision of services and products under the Contract, including but not limited to: the Americans with Disabilities Act, employment discrimination laws, wage and hour laws (including as required by Sections 290.210 et seq. R.S.Mo.), the transient employer financial assurance law (Sections 285.230 et seq. RSMo.), and public contracting laws. The Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by the Contractor is either current or under lawful protest with the applicable taxing jurisdiction.

§ 8.7.2 Not less than the prevailing hourly rate of wages specified under Section 290.210-290.340 of the Revised Missouri Statutes and set out in the Wage Determination shall be paid to all workers performing Work under this Contract. The Contractor shall forfeit as provided in Section 290.250 of the Revised Missouri Statutes as a penalty to the Owner the sum of One Hundred Dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, that such worker is paid less than the prevailing rate for any work done under said Contract by the Contractor or by any of its Subcontractors.

§ 8.7.3 The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, if they have not previously completed the

program and have documentation of having done so. The Contractor will forfeit a penalty to the Owner of \$2500 plus an additional \$100 for each employee employed by the Contractor or Subcontractor, for the calendar day, or portion thereof, such employee is employed without the required training.

§ 8.7.4 Every transient employer, as defined in Section 285.230, RsMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration of employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RsMo, be liable for a penalty of Five Hundred Dollars (\$500.00) per day until the notices required by this section are posted as required by that statute.

§ 8.8 Certified Payroll:

§ 8.8.1 The Contractor & each Subcontractor are required to submit, WEEKLY, ONE (1) Certified ORIGINAL for each week that work is in progress & SHOULD BE NUMBERED SEQUENTIALLY. If work is temporarily suspended, the last payroll should be appropriately marked to note that it would be the last payroll until work is resumed. Submitter shall make sure that each payroll is numbered and dated, includes the name of the Project on it as well as the name of the Subcontractor. It is important that submitter number ALL payrolls sequentially. This will keep Contractor from having to send "No Work" payrolls when no hours are logged for a pay period. It will also make it easier to track and communicate any inconsistencies. Submitter shall label each of the "Final Payrolls" from each contractor/subcontractor as such.

§ 8.8.2 The Contractor must submit one (1) certified originals of each weekly payroll within 7 days of the payment date of the payroll. The certification may be attached to the payroll or may be on the payroll itself. The Contractor will be considered responsible for submittal of payrolls and certifications for all their sub recipients on the project. The certification must be properly signed originals. Electronic submittal of certified payrolls is not permitted. Failure to submit these payrolls within the 7-day period will result in delay in submittal of pay applications. All certified payrolls must be certified by an officer of the company only. Contractor cannot certify several pay periods with only one payroll certification. This is unacceptable to the Department of Labor. Each certification must also be dated and signed to be valid. Owner would prefer that the certification be signed in a color other than black. Owner can accept Xeroxed payrolls; however, the certifications must each be signed with an original, live signature. THE OWNER CANNOT ACCEPT COPIED SIGNATURES ON THE PAYROLL CERTIFICATIONS. The employee's full name must be used. Addresses are not optional and MUST be listed on publicly funded projects such as this one. Social Security numbers are no longer allowed on certified payrolls, however, in lieu of the Social Security number; the contractor must assign the employee an identification number and place that identification number on the certified payroll. The identification number can be the last four digits of the employee's Social Security number. Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for labor standards compliance. All deductions must be clearly identified. Only approved deductions should be used in wage rate calculations as per the Code of Federal Regulations. The US Department of Labor Form LS-57 may be used, as this form complies with all code requirements. If any part of the payroll or payroll certification is illegible or not completely filled out, they will be returned to your office for correction and re-submission. IMPORTANT NOTE: APPRENTICE CERTIFICATION LETTERS MUST ACCOMPANY CERTIFIED PAYROLLS THE 1ST TIME THEIR NAME APPEARS ON A CERTIFIED PAYROLL-IF NOT ATTACHED IT WILL DELAY APPROVAL OF CERTIFIED PAYROLL, AND THEREFORE PAY APPLICATION SUBMISSION.

§ 8.8.3 Unauthorized Alien Act Compliance and Federal Work Authorization Program Enrollment - No business or entity involved with this project shall employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of \$5,000.00, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program (for example, the so called Federal E-Verify Program) with respect to the employees working in connection with the contracted services (see section 285.530 RSMo, enclosed in the laws section). To reaffirm - All Contractors are required to obtain and make available for inspection by the contracting public body from each subcontractor of any tier, an original sworn affidavit which affirms, under penalty of perjury, that the subcontractor is enrolled & actively

participating in a federal work authorization program, that the subcontractor does not knowingly employ any person who is an Unauthorized Alien in connection with the contracted services, and the subcontractor's employees are lawfully present in the United States. The Contractor shall comply with all applicable federal, state & local labor laws & is not knowingly in violation of §RSMo 285.530(1) and shall not henceforth be in such violation. This shall appear in contracts between the general contractor and subcontractors and contracts between subcontractors of any tier.

§ 8.9 Liability and Indemnity:

§ 8.9.1 In no event shall the Owner be liable to the Contractor for special, indirect, or consequential damages, except those caused by the Owner's willful misconduct arising out of or in any way connected with a breach of this Contract. The maximum liability of the Owner shall be limited to the amount of money to be paid by the Owner under this Contract.

§ 8.9.2 The Contractor shall defend, indemnify, and hold harmless the Owner, its elected or appointed officials, Architect, Owner's Representative, and their respective consultants, insurers, agents, and employees, from and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims ner caused by, or allegedly caused by, or arising out of or connected with, this Contract, or the work of tract hereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including but not limited to claims for personal injuries, death, or property damage (other than the Work itself), regardless of whether the loss to be indemnified was caused in part by an indemnified person.

§ 8.9.3 The Contractor shall indemnify and hold the Owner harmless from all wages or overtime compensation due any employees in rendering services pursuant to the Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

§ 8.9.4 By executing this Contract the Contractor represents that the Contractor has reviewed the Contract Documents and affirms that the Contractor is not aware of any material defects in said documents that might prevent the Contractor from completing the Work and the Project as promised herein. The Contractor accordingly waives any claim of such material defect against the Owner.

§ 8.9.5 Contractor stipulates that Owner is a political subdivision of the State of Missouri, and as such, enjoys immunities from suit and liability as provided by the Constitution and laws of the State of Missouri. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 8.9.6 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§ 8.9.7 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 8.9.8 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 8.9 Contractor's Responsibility for Subcontractors

The Contractor shall be as fully responsible to the Owner for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work to bind all Subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of Subcontractors, and to give Contractor the same power regarding termination of any subcontract as the Owner may

exercise over the Contractor under any provisions of this Contract. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner or between any Subcontractors.

§ 8.9.1 The Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract.

§ 8.10 Conflicts:

§ 8.10.1 Contractor covenants that it has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor further covenants that the performance of Contract no person having such interest shall be employed.

§ 8.10.2 No salaried officer, employee or elected official of the Owner shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

§ 8.11 Assignment:

Contractor shall not assign or transfer any interest in this Contract (whether by assignment or novation), and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the Owner, except that claims for money due or to become due to the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval, but notice of such assignment or transfer shall be furnished in writing promptly to the Owner. Any such assignment is expressly subject to all rights and remedies of the Owner under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the Owner to give any notice to any such assignee of any actions which the Owner may take under this agreement, though Owner will attempt to so notify any such assignee.

§ 8.12 General Independent Contractor Clause:

This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the Owner's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws subject to the provisions of this Contract, the Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the Owner, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the Owner, and the Owner will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

« »

§ 8.13 Other provisions:

« Payments made to the Contractor by the Owner under this Contract shall be effected either by check, electronically or by wire transfer. Contractor shall provide the Owner with information necessary to facilitate same. »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below. All Drawings and Specifications issued as part of the Construction Document Set issued by FGM Architects, Inc. See attached Exhibit E for the complete listing.:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction

« »

.3 Drawings

Number	Title	Date
See Exhibit E		

.4 Specifications

Section	Title	Date	Pages
See Exhibit E			

.5 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.

.6 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

.7 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.)

- «Exhibit A: General Conditions AIA 201-2017
- Exhibit B: Contract Bid Forms and Bid Bond
- Exhibit C: Bid Scope of Work 2019-XX
- Exhibit D: Modification/Explanation of the Change Order Fee
- Exhibit E: Contract Document Log (Drawings and Specifications and Front Ends)
- Exhibit F: Phasing Plan »

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

OWNER *(Signature)*

« Tim Brinker » « Presiding Commissioner »
(Printed name and title)

CONTRACTOR *(Signature)*

« TBD » « TBD »
(Printed name and title)

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DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«Additions and Renovations to the existing Franklin County Sheriff Station, Jail, and Communication Center»
« Bid Package BP-2019-XX TBD »
« »

THE OWNER:

(Name, legal status and address)

« Franklin County, Missouri »
« 400 E. Locust St. »
« Union, MO 63084 »

THE ARCHITECT:

(Name, legal status and address)

« FGM Architects, Inc »« »
« 10 S. Broadway »
« St. Louis, MO 63102 »

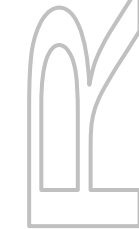
TABLE OF ARTICLES

- 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.



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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, 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

11.5

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, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

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 Responsibility

6.2

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. The Contract Documents include the INVITATION TO BID, INSTRUCTIONS TO BIDDERS and ADDENDA.

§ 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.

The Work referred to in these documents consists of the furnishing of all labor, materials and equipment for the complete installation of all work as specified herein and shown on the drawings, including delivery, unloading, uncrating, assembling, setting-in-place, leveling, adjustment, completely installing and cleaning up of any debris.

The Work shall be in strict accordance with the Drawings and Specifications.

The Contractor shall thoroughly investigate all local trade jurisdictional rulings and shall be held completely responsible for the settlement of any disputes arising from fabrication, installation, or completion of the Work under this Contract.

§ 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.

§ 1.1.9 Site

The term Site refers to that portion of the property on which the Work is to be performed or which has been otherwise set aside for use by the Contractor.

§ 1.1.10 Punch List

The term Punch List means, collectively, unfinished items of the construction of the Project, which unfinished items of construction are minor or insubstantial details of construction, mechanical adjustment or decoration remaining to be performed, the non-completion of which would not materially affect the use of the Project, and which are capable of being completed within Thirty (30) days of Substantial Completion, subject to the availability of special order parts and materials.

§ 1.1.11 Float

Float-Float is a measurement of time indicating how late any activity or group of activities in a schedule can be completed without impacting the critical path and the scheduled end date of the Project. Float belongs to the Project and is not for exclusive use of the Contractor.

§ 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.

§ 1.2.4 Reference to Standard Specifications of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative specification adopted and published at the date of taking the bid, unless specifically stated otherwise.

§ 1.2.5 The Contractor shall notify the Architect in writing of any inconsistency found between the Specifications and Drawings. The Architect will then advise the Contractor on whether the Specifications will control.

§ 1.2.6 The terms "this Contractor," "furnished under other sections," "included as part of other sections," "related work in other sections," or similar description of segregation shall not be interpreted to limit the responsibility of any particular party involved in the work. The limitations of any Subcontractor's work shall rest solely upon the agreement between the Contractor and the Subcontractor, regardless of where the work is called for in the Contract Documents.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.4.2 In the event of discrepancies or conflicts among or between the Contract Documents or observable conditions exist, the Contractor shall request an interpretation in writing from the Owner and Architect before proceeding with the Work. If the Contractor fails to request such interpretation from the Architect, it is presumed that the more stringent, better quality or higher quality requirement is included in the Work. The Contractor shall be responsible for the cost and installation of such requirement at no additional cost to the Owner. Before ordering any materials or doing any Work, the Contractor shall verify measurements at the Project site and shall be responsible for correctness of such measurements. Any difference which may be found shall be submitted to the Architect for interpretation before proceeding with the Work as a condition precedent to any claim for an increase in the Contract Sum. If conflict among various provisions of the Contract Documents is found, and the quality or stringency of the conflicts are not in question, the terms shall be interpreted in the following order of priority:

- .1 Modifications to the Contract
- .2 The Contract
- .3 Special Conditions
- .4 General Conditions

Specifications shall control over Drawings, and details in drawings shall control over large-scale drawings.

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

§ 1.5.1 The drawings, specifications, and other instruments of service are owned by the County. 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 Owner's 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

Drawings in electronic format will not be available for Bidding. Digital data shall be available after award of Contract per AIA Document C106, 2013 Edition, and per specifications or Electronic Disclaimer Form required by the Architect and their consultants.

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

§ 2.6 Architect's Compensation for Services to Remedy Defective Work

When the Architect's and Owner Representative's Additional services are required because of defective work, neglect, failure, deficiencies, or default by the Contractor, the Architect's and Owner Representative's compensation for such services shall be based on the Architect's and Owner Representative's invoice to the Owner. The Invoice, when approved by the Owner, along with other cost, damages and liabilities incurred by the Owner or the Architect, shall be the basis for adjust the Contract Sum, by Change Order, to compensate the Owner for the Architect's and Owner Representative's Additional Services.

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. The Contractor waives any rights, claims or causes of action against Owner as a result of activities or duties of the Architect in the Architect's administration of the Contract or representations made by the Architect in the Design Documents. The Contractor acknowledges any such rights, claims, or causes of action accrue against the Architect and Contractor may see redress from Architect in the event that becomes necessary.

§ 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 and has notified the Architect of and obtained clarification of any discrepancies which have become apparent during bidding or proposal period.

§ 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. Insofar as the Contract Documents have been prepared in accordance with applicable laws, statutes, building codes and regulations, the Contractor shall execute the work in accordance with their intent and with said laws, statutes, building codes and regulations. Refer to Section 014200 and other applicable portions of the Contract Documents for specific requirements.

§ 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. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to Architect, the Contractor shall thereby assume responsibility for performance and shall bear the attributable cost for correction.

§ 3.2.5 If the Contractor believes that any portions of the Contract Documents do not comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, or any orders by code enforcement officials or the Owner or its designees acting in the capacity of building code inspectors or Referenced Standards, the Contractor must promptly notify the Owner and the Architect of the non-compliance as provided in Section 3.2.6 and request direction before proceeding with the affected Work.

§ 3.2.6 The Contractor must promptly notify the Owner and the Architect in writing of any apparent errors, inconsistencies, omissions, ambiguities, construction impracticalities or code violations discovered as a result of the Contractor's review of the Contract Documents including any differences between actual and indicated dimensions, locations and descriptions, and must give the Owner and the Architect timely notice in writing of same and of any corrections, clarifications, additional Drawings or Specifications, or other information required to define the Work in greater detail or to permit the proper progress of the Work. The Contractor must provide similar notice with respect to any variance between its review of the Site and the physical data and Site conditions observed.

§ 3.2.7 If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violate in the Contract Documents of which the Contractor is aware, or which could reasonably have been discovered by the review required by Section 3.2, without prompt written notice to the Owner and the Architect and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

§ 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.

§ 3.4.1.1 Products are generally specified by ASTM (American Society of Testing Materials) or other referenced standard, and/or by the manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting the standard by any manufacturer. When several products or manufacturers are specified in being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

§ 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. Persons permitted to perform Work under Contractor or any Subcontractor or Sub-Subcontractor shall meet all employment eligibility, safety training, security or drug/alcohol testing requirements required by law or by Owner. Any person not complying with all such requirements shall be immediately removed from the Site.

§ 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 The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as provided in Article 12, nor are they limited by any other remedies provided in the Contract Documents. The Contractor shall also be liable for any

damage to property or persons (including death) including consequential and direct damages relating to any breach of the Contractor's general warranty or any additional or special warranties required by the Contract Documents.

§3.5.3 The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Substantial Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work that is defective or nonconforming, or the acceptance of nonconforming Work pursuant to Article 12.

§ 3.6 Taxes

3.6.1 The Owner enjoys tax exempt status as a County. To enjoy the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Contractor for use on the Project. The Contractor shall use that Certificate to exempt any purchases made for the Work from taxes. Contractor will pass on all savings for the tax- exempt to the Owner. The Contractor agrees to bind all Subcontractors of any tier to the obligation to present and use the Tax Exemption Certificate and pass all savings to the Owner.

§ 3.6.2 The Contractor will require all Subcontractors and Bidders to provide cost information for materials separate from other costs for labor, profit, overhead, etc. to allow the Owner to verify that no taxes are paid on material procurement and that such savings shall be passed on to the Owner.

§ 3.6.3 The Contractor will maintain all records, invoices, receipts, or other accounting data regarding material purchases and will allow, upon written request of the Owner and within a reasonable time frame after receipt of such request, the Owner to audit such records and verify tax savings. If an audit reveals taxes paid or savings not transferred to the Owner, the Contractor will be liable to the Owner for those amounts and the Owner may back-charge the Contractor for those amounts if a balance of funds due and payable remains at the time of such discovery.

- .1 The Contractor will require all Subcontractors of any tier maintain all records, invoices, receipts, or other accounting data regarding material purchases. The Contractor will collect such records with each application for payment it receives from its Subcontractors and shall maintain such records in the same manner and location as the Contractor's records.
- .2 The Contractor will ensure its Subcontractors and any lower-tier Subcontractors include these obligations in their contracts and bind themselves in the same manner as the Contractor is bound to the Owner.

§ 3.6.4 The Contractor shall pay sales, consumer, use and similar taxes including unemployment compensation 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 When Contractor knows or reasonably should have known work 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. The Superintendent must provide his or her email address, and cell phone number to the Owner and Architect, and must be available to be contacted during all business hours, and outside of business hours in the event of an emergency. The Superintendent must be fluent in all languages necessary to effectively communicate with Contractor's staff assigned to the Project, and with all Subcontractors, in order to supervise and direct the Work and assist emergency responders.

§ 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 within Twenty-One (21) days of execution of the

Contract. 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, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. Thereafter, the Contractor shall prepare and update the construction schedule on a monthly basis ("Current Construction Schedule), if not more frequently at the Contractor's discretion, to be submitted by the Owner with each Application for Payment.

§ 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 within Twenty-One (21) days of the execution of Contract. 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. The contractor must provide the Owner and the Architect with copies of all submittals made to regulatory agencies.

§ 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. The Contractor must correct at its cost, and without any adjustment to Contract Time, any Work the correction of which is required due to the Contractor's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the Work, including, but not limited to, correction of any conflicts in the Work resulting from such failure.

§ 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.

§ 3.13.1 Except as may be specifically provided in the Contract Documents, the Contractor shall provide all necessary temporary facilities, including power, water, sanitation, scaffolding, storage, and security. If Owner makes any such facilities available to the Contractor, it is without representation or warranty as to their adequacy for Contractor's use, and Contractor shall indemnify, defend, and hold Owner harmless from and against any claims arising out of Contractor's use of such facilities.

§ 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 on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. 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. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. Care shall be taken by all workers not to mark, soil, or otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of his Subcontractors shall clean and restore such surfaces to their original condition.

§ 3.15.2 The Contractor must keep the Site and adjacent areas free from accumulation of waste materials or rubbish caused by the operations under the Contract on a daily basis, and must keep tools, construction equipment, machinery and surplus materials suitably stored when not in use. If the Contractor fails to do so in a manner reasonably satisfactory to the Owner or the Architect within Forty-Eight (48) hours after notice or as otherwise required by the Contract Documents, the Owner may clean the Site and back charge the Contractor for all costs associated with the cleaning. 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.

§ 3.15.3 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.

§ 3.15.4 The Contractor shall be responsible for the protection of the Work. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

§ 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 The Contractor shall defend, indemnify, and hold harmless the Owner, its elected or appointed officials, Architect, Owner's Representative, and their respective consultants, insurers, agents, and employees, from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of or connected with, the Contract, or the work of any subcontract hereunder (the Contractor hereby assuming full responsibility for relations with Subcontractors), including but not limited to claims for personal injuries, death, or property damage (other than the Work itself), regardless of whether the loss to be indemnified was caused in part by an indemnified person.

§ 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.

§ 3.18.3 Notwithstanding Subparagraph 3.18.1 General Conditions, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, Owner's Representative and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising from or resulting from blasting activities at the site of the Work, irrespective of the degree of care utilized by the Contractor, or Subcontractor, or anyone directly or indirectly employed by them, in the course of performing those blasting activities.

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

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

§ 4.2.2 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 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 except for acts or omissions where the Architect knew yet failed to report to the Owner.

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect shall 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.

§ 4.2.15 All Parties to this agreement believe the use of electronic communications is a beneficial method of communication. As such, all parties agree that any communication thru electronic means (Email, project web site, Procure, etc.) will be consider a valid form of communication as set forth in this agreement. All parties agree that electronic email communications will constitute notice and any person sent an email will be considered to have been duly served as set forth in this agreement.

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, within thirty (30) days 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. The Contractor shall update this list throughout the Project and keep Owner and Architect advised of any new Subcontractors employed.

§ 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. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with 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 Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

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

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

§ 7.2.2 Change Proposals

The Contractor must submit change proposals covering a contemplated Change Order within ten (10) days after the request of the Owner or the Architect or within ten (10) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making change proposals. Change proposals will

define or confirm in detail the Work that is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in the Contract Sum or the Contract Time. Any proposed adjustment must include detailed documentation, including but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, and additional bond cost. Change proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the Change Proposal in accordance with this Section 7.2.2 without accepting the Change Proposal in its entirety. See Exhibit D, entitled Modifications/Explanations or the Change Order Fee, which shall govern and apply to Change Orders.

§ 7.2.3 If the Owner determines that a change proposal is appropriate, the Architect will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner and Architect sign the Change Order.

§ 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, (after the scope has been previously approved in writing by the Owner), 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 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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

§ 7.3.7 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.

§ 7.3.8 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.

§ 7.3.9 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. If Contractor's work shall fall behind schedule for reasons that are not excused under the terms of the Contract, Contractor shall add additional workers or shifts, and/or work overtime as necessary to maintain the Construction Schedule.

§ 8.2.4 The Contractor must conform to the most recently approved Construction Schedule. The Contractor must complete the indicated work or achieve the required percentage of completion, as applicable, with any interim completion dates established in the most recently approved Construction Schedule.

§ 8.2.5 The Contractor must maintain at the Site, available to the Owner and the Architect for their reference during the progress of the Work, a copy of the approved Construction Schedule and any approved revisions thereto. The Contractor must keep current records of and mark on a copy of the approved Construction Schedule the actual commencement date, progress, and completion date of each scheduled activity indicated on the Construction Schedule.

§ 8.2.6 The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and Final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Contractor would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

§ 8.2.7 If the Contractor's progress is not maintained in accordance with the approved Construction Schedule, or the Owner determines that the Contractor is not diligently proceeding with the Work or has evidence reasonably indicating that the Contractor will not be able to conform to the most recently approved Construction Schedule, the Contractor must, promptly and at no additional cost to the Owner, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and Notify the Owner.

§ 8.2.8 The Owner reserves the right to issue a written directive to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. If the Owner requires an acceleration of the Construction Schedule and no adjustment is made in the contract Sum, or if the Contractor disagrees with any adjustment made, the Contractor must file a claim as provided in Article 15 or the same will be deemed to be conclusively waived.

§ 8.3 Delays (Not the Fault of the Contractor) and Extensions of Time

§ 8.3.1 Excusable delays are delays in the progress of the Work which at the time of the delays were critical path activities shown on the most recently approved Construction Schedule and which prevent the Contractor from achieving Substantial Completion before the expiration of the Contract Time, which caused by conditions that could not reasonably be anticipated by, are beyond the control of, and are without the fault or negligence of the Owner, as set forth in Section 8.3.2, the Contractor, or anyone for whose acts the Contractor is responsible. Excusable delays do not include delays caused in whole or in part by any Subcontractors, Sub-subcontractors or suppliers. Excusable delays may justify an extension of the Contract Time, but there shall be no compensation whatsoever for excusable delays. Excusable delays may, but do not necessarily, include:

- .1 Weather delays as further defined in Section 8.3.6;
- .2 Acts of Government or regulatory agencies and officials (Other than the Owner in its capacity as Owner;)
- .3 Catastrophic events such as fire, flood and unavoidable casualties; and
- .4 Strikes or labor disputes.

§ 8.3.2 Compensable delays are limited to delays in the progress of the Work which at the time of the delays were critical path as shown on the most recently approved Construction Schedule and which prevent Contractor from achieving Substantial Completion before the expiration of the Contract Time, which are caused solely and exclusively by acts or omissions of the Owner (except actions taken by the Owner acting as a regulatory authority to protect the public health or safety or to conform to law).

§ 8.3.3 Unexcused delays are delays in Work which at the time of the delays were critical path activities as shown on the most recently approved Construction Schedule and which prevent the Contractor from achieving Substantial Completion before the expiration of the Contract time and which are not excusable delays or compensable delays. No increase in the Contract Sum or extension of the Contract Time will be made for an unexcused delay.

§ 8.3.4 The Contractor must provide written notice of any actual or prospective delay promptly, and in no event later than ten (10) days after the occurrence of the event giving risk to such delay. The notice must be given to the Owner and Architect within the specified time. In the case of a Continuing delay, the Contractor must provide an initial notice and a further notice at each progress meeting throughout the duration of the delay. The notice must contain all of the specific information specified in Section 8.3.5. The Contractor's failure to provide the written notice containing the information specified in Section 8.3.5 within ten (10) days prescribed above will be conclusively deemed a waiver or any claim for delay arising from such occurrence.

§ 8.3.5 The Contractor's notice must identify those portions of the Construction Schedule affected by the delay and must include an estimate of the cost and probable effect of the delay, if any, on the progress of the Work. Supporting documentation must include, but is not limited to:

- .1 a written detailed statement of the reasons and causes for the delay;
- .2 inclusive dates of the delay;
- .3 specific trades and portions of the Work affected by the delay;
- .4 status of Work affected before commencement of the delay;
- .5 effect of the delay on available Float;
- .6 a critical path method (CPM) analysis demonstrating that the delay has affected an activity then on the critical path at the time of the occurrence of the delay as shown on the most recently approved Construction Schedule; and
- .7 if the Contractor claims that the delay is an excusable delay or compensable delay, evidence that the delay was unforeseeable, beyond the Contractor's control, and without the fault or negligence of the Contractor or the negligence of anyone for whose acts the Contractor is responsible, including any Subcontractor, Sub-subcontractor or supplier; and in the case of a compensable delay, was caused solely and exclusively by the acts or omissions of the Owner (excepting actions taken by the Owner to protect the public health or safety or to conform to law) or anyone for whose acts the Owner is responsible, and which are unreasonable under the circumstances involved and not reasonably within the contemplation of the parties.

§ 8.3.6 In order for the Contractor to be entitled to an extension of the Contract Time for unusually severe weather, the following conditions must be satisfied:

- .1 The weather experienced at the Site during the Contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month;
- .2 The unusually severe weather must delay Work which at the time of the unusually severe weather was a critical path activity as shown on the most recently approved Construction Schedule and which prevents the Contractor from achieving Substantial Completion before expiration of the Contract Time. The delay must be beyond the control and without the fault or negligence of the Contractor. For example, the impacted critical activity must not have occurred during unusually severe weather due to previous unexcused delays; and
- .3 The Contractor must have provided written notice of the weather-related delay complying with Sections 8.3.4 and 8.3.5 above.

This contract must achieve the substantial completion dates identified in Section 3.3 of the AIA101-2017. It is expected that within the overall contract duration, this Contractor must include an allowance of thirty (30) work days for delays due to weather.

Upon acknowledgement of the Notice to Proceed and continuing throughout the Contract, the Contractor must record on the daily superintendent report the occurrence of adverse weather and resultant impact to normally scheduled Work. Actual adverse weather delay days must prevent Work on critical path activities for more than fifty (50) percent of the Contractor's scheduled workday. The number of actual adverse weather delays must include Contractor's scheduled workdays impacted by actual adverse weather (even if the adverse weather occurred in the previous month), be calculated chronologically from the first to the last day each month and be recorded as full days. If the Contractor has complied with Sections 8.3.4 and 8.3.5 and the provisions of this Section 8.3.6 and the number of actual adverse weather delay workdays exceeds the number of days anticipated above and have adversely affected critical path weather-dependent activities, the Contractor is entitled to a Modification of the Contract Time but not the Contract Sum.

§ 8.3.7 To be considered as the basis for an excusable delay, strikes or labor disputes must be documented by data evidencing (i) the trades directly and indirectly involved in or affected by the strike or labor dispute, (ii) reasons for the strike or labor dispute, (iii) the onset and duration of the strike or labor dispute, and (iv) the measures taken by the Contractor to avoid or overcome the effects of any delay.

§ 8.3.8 Upon receipt of a notice from the Contractor of the occurrence of a delay complying with Sections 8.3.4 and 8.3.5 (and if applicable 8.3.6 and 8.3.7), the Owner will review the most recently approved Construction Schedule to determine (i) whether the delay is in fact an excusable or compensable delay, and (ii) whether any adverse effects of the delay can be overcome by an adjustment in the Construction Schedule, including the application of any unused Float available in the schedule. The Owner may require the Contractor to submit a more detailed Construction Schedule than previously required in order to permit the Owner to evaluate the delay. Based on such review, the Contractor must, if required by the Owner, submit for the Owner's approval a revised Construction Schedule that minimizes the adverse effects of the delay.

§ 8.3.9 No extension of the Contract Time or increase in the Contract Sum will be allowed for any delay or part thereof occurring more than ten (10) days before written notice of the delay is provided by the Contractor. No extension of the Contract Time or increase in the Contract Sum will be made to the extent that performance is, was or would have been suspended, delayed, or interrupted by another cause for which the Contractor is responsible. No increase in the Contract Sum will be made to the extent performance was or would have been suspended, delayed or interrupted by another cause for which the Owner is not solely and exclusively responsible.

§ 8.3.10 The Contractor will not receive any compensation for profit, additional bond cost, overhead (which includes extended office overhead and site-specific overhead and general conditions), or any other cost or compensation or any other damages of any kind or nature whatsoever whether incurred by the Contractor, its Subcontractor or suppliers for delay, all of which are irrevocably waived by Contractor where the delay results from performance of additional Work (Change Order or Construction Directive) beyond the Work required by the Contract Documents and for which the Contractor is paid for the additional Work.

§ 8.3.11 The Contractor acknowledges and agrees that the profit, additional bond cost and overhead (which includes extended office overhead and site-specific overhead and general conditions) if any, incurred by the Contractor in performing work beyond the Work required by the Contract Documents and any and all other costs, compensation or damages due Contractor (including any of its Subcontractors or suppliers), is included in, and payable to the Contractor as part of the Change Order or Construction Directive. Contractor waives any and all other damages and cost of any nature or kind whatsoever including claims for local and cumulative impacts as a result of such Change Order or Construction Directive Work and any and all other claims of any type or nature whatsoever including any claim for loss of productivity or loss of efficiency. The Contractor will be compensated for compensable delays only for actual and direct damages resulting from such compensable delays. Actual direct damages are limited to site specific general conditions and do not include any indirect costs such as home office overhead. The Contractor will be compensated for such actual and direct damages for compensable delays not attributable to performance of Change Order. Work for which the Contractor is not otherwise compensated in an amount not to exceed the lesser of (i) a daily rate computed by dividing eight percent (8%) of the original Contract Sum by the original Contract Time or (ii) a daily rate computed by dividing the Contractor's profit, bond cost and site-specific overhead (but not home office overhead) for the original Contract Sum by the original Contract Time. The Contractor for itself and its Subcontractors and suppliers, irrevocably waives any and all other compensation and delay damages as a result of any compensable delays, including without limitations any claims for any indirect cost and any claims for loss of productivity or loss of efficiency.

§ 8.3.12 In the event the Owner denies the Contractor's request for a change in the Contract Time or, in the case of a compensable delay, a change in the Contract Sum, the Contractor may, within ten (10) days after such denial, submit a Claim as provided in Article 15. Submissions made prior to the denial must be resubmitted after the denial. Any Claim on account of denial of a change that is not made within such ten (10) days of the denial is deemed waived.

§ 8.3.13 Delay Damages

- .1 By executing a Change Order or Contract Amendment, the Contractor represents that the Contractor is not entitled to an increase in the Contract Sum or an extension of the Contract Time beyond that specified in the Change Order or Contract Amendment for the Work performed or to

be performed under the Change Order. The Contractor is not entitled to an increase in the Contract Sum or extension of the Contract Time as a result of the issuance by the Owner of Construction Directive unless the Contractor asserts a claim as required by this Article 8 and Article 15;

- .2 No charges or claims for damages may be made by the Contractor or paid to the Contractor for any delay, disruption, inefficiency, interference or hindrance from any cause whatsoever, whether foreseeable or not, including (i) acts or omissions by the Owner, its agents, employees or consultants, (ii) Contract Documents that are negligently prepared or contain inaccurate statements, or (iii) force majeure and circumstances beyond the Contractor's control. The sole remedy for delays, disruptions or hindrances will be non-compensable time extensions for completion of the Work;
- .3 The provisions of the Section 8.3.13.1 and Section 8.3.13.2 do not apply to claims that meet all of the following conditions: (i) the claim arises under the Contract; (ii) the claim is limited to actual and direct damages (i.e. profit, additional bond costs (if any) and overhead (only site-specific overhead and not including home office overhead)) incurred as a result of a delay in completing the Project which the Contractor acknowledges are fully compensated for by payment of the adjustment amount specified in Section 8.3.11; (iii) the Contract establishes a time limit for achieving Substantial Completion and the claim is for critical path delays that prevent achievement of Substantial Completion of the Contract within that time limit; (iv) the delay for which damages are claimed is caused solely and exclusively by the Owner (except when acting as a regulatory authority) or anyone for whom they are responsible; (v) the delay is not caused by actions taken by the Owner to protect the public health or safety or to conform to law; and (vi) the Contractor has fully complied with Sections 8.3.4 and 8.3.5; and
- .4 A time extension may be granted only for an excusable delay that is beyond the Contractor's control and occurs without the Contractor's fault or negligence. No time extension will be granted in the absence of a written claim for the time extension complying with Sections 8.3.4 and 8.3.5 (and if applicable, 8.3.6 and 8.3.7).

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

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 The Contractor must submit to the Architect itemized Applications for Payment for Work completed on a monthly basis in accordance with a schedule approved by the Owner. Each Application for Payment must be consistent with the approved Schedule of Values. In order to expedite the review and approval of Applications for Payment, the Contractor may submit to and review with the Architect and Owner a draft Application for Payment at a progress meeting prior to submitting a formal Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the 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 The form of Application for Payment must be AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet (latest edition), or such other form as may be prescribed by the Owner. The application must be notarized and supported by sufficient data to demonstrate the Contractor's right to payment and compliance with the payment provisions of the Contract to the satisfaction of the Owner and Architect, such as copies of requisitions from Subcontractors and material suppliers, partial lien waivers, releases and other documents. Each Application for Payment must reflect approved Contract Modifications and the Contract retainage provided for in the Contract Documents.

§ 9.3.3 Applications for Payment may include materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. The Owner has no obligation or responsibility to pay for materials stored off the Site. If specifically approved in writing in advance by the Owner, an Application for Payment may include materials and equipment stored off the Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Site is conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to protect the Owner's interests. Payment for materials and equipment stored off the Site will, in addition, be conditioned upon the Contractor's provision of applicable insurance, storage and transportation to the Site. Contractor shall indemnify and hold harmless from any liens, claims, security interests or encumbrances filed by the Contractor, Subcontractors, or anyone claiming by, through or under the Contractor or Subcontractor for items covered by payments made by the Owner to the Contractor.

§ 9.3.4 Under applicable provisions of Missouri law, payments received by the Contractor are held in trust for Subcontractors and suppliers who have furnished labor and materials covered by an Application for Payment. Accordingly, Applications for Payment may not include requests for payment of amounts for Work performed by a Subcontractor or Supplier that the Contractor does not intend to pay for said work.

§ 9.3.5 Until the conditions set forth in this Section have been satisfied by Contractor, the amount of each monthly Application for Payment must include the value of each line item as indicated on the approved Schedule of Values, to the extent completed, less Contract retainage of five percent (5%). The retainage will not be paid to the Contractor until thirty (30) days after all of the following conditions have been satisfied: (A) the Contractor has fully performed the Contract; (B) the Contractor has completed all Punch List items to the satisfaction of the Owner and the Architect; (C) the Contractor has delivered to the Owner all Project close-out documents in duplicate, including (1) all maintenance and operating manuals; (2) marked sets of as-built drawings; (3) all guarantees and warranties required under the Contract Documents; (4) a list of names, addresses, and telephone numbers for all subcontractors and others providing guarantees and warranties; and (D) the applicable governmental authorities have issued to the Owner the final use and occupancy permit for the Project.

§ 9.3.6 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. By submitting an Application for Payment, the Contractor further warrants that all Work for which payments have previously been received from the Owner are free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities having provided labor, materials and equipment relating to the Work.

§ 9.3.7 Before the Contractor receives a progress payment, the Contractor must certify in writing that, in accordance with contractual arrangements, Subcontractors and suppliers:

- .1 have been paid from the proceeds of previous progress payments; and
- .2 will be paid in a timely manner from the proceeds of the progress payment currently due.

In the event the Contractor has not paid or does not pay as certified, such failure constitutes a ground for termination under Section 14.2 of the Contract. Contractor shall submit Applications for Payment to Architect on a monthly basis or as otherwise specified in the Contract Documents. Once the Architect submits a completed Application for

Payment with its Certificate of Payment to the Owner, the Owner within twenty-one (21) days after its receipt of a Request for Payment from the Architect, shall pay the approved amount contained in the Request for Payment to the Contractor.

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

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or 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 Within Thirty (30) days of receipt by the Architect of the Application for Payment, the Owner shall make payment of the amount certified. The Architect may decline to approve any Application for Payment and the Owner shall not be required to make any Progress Payments or Final Payments to the Contractor if the Contractor is in violation of any term or condition of this Agreement, the General Conditions of the Contract (AIA Document A201), or the Supplementary Conditions, or if the Contractor fails to timely provide any information reasonably requested by Owner.

§ 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. The Contractor will obtain performances and payment bonds in an amount reasonably acceptable to Owner.

§ 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 Owner does not pay the Contractor within Sixty (60) days after the Contractor submits an Application for Payment to the Architect, the Contractor may file a claim in accordance with Article 15 of this Contract.

§ 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 is substantially complete and that items remaining to be completed or corrected can be accomplished within another thirty (30) days, subject to the availability of special-

order parts and materials, the Contractor must give written notice to the Owner and the Architect and request an inspection of the Work as provided in Section 9.8.3. The Contractor's notice and request for an inspection must be accompanied by a comprehensive Punch List describing all items to be completed or corrected before final Completion and the submittals required by Section 9.8.2. The Contractor must proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the Contractor's responsibility to complete all Work in accordance with the Contract Documents.

§ 9.8.2.1 In addition to the Punch List, the Contractor must submit the following with its request for a determination of Substantial Completion:

- .1 final test reports as required by the Contract and certificates of inspection and approval required for use and occupancy;
- .2 Fire Marshall's report;
- .3 approvals from, and transfer documents for, all utilities;
- .4 Warranties and Guarantees as provided in this Contract;
- .5 final, approved operating and maintenance manuals;
- .6 all documents and verification of training required by the Contract; and
- .7 Schedule to complete the Punch List and value of Work not yet complete.

§ 9.8.3 Upon receipt of the Punch List, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete and whether remaining items can be completed or corrected within thirty (30) days, subject to the availability of special-order parts and materials. The Owner may make a similar inspection. If such inspection discloses any item, whether or not included on the Punch List, which, in the opinion of the Owner or the Architect, (i) must be completed or corrected before the Work can be occupied or used for its intended purpose, or (ii) cannot be completed or corrected within thirty (30) days, subject to the availability of special-order parts and materials, the Architect will so advise the Contractor, and the Contractor must promptly complete or correct such item.

§ 9.8.4 Following the inspection and completion or correction of Work required by the Owner or the Architect before issuance of a Certificate of Substantial Completion, the Contractor must notify the Owner and Architect and request another inspection by the Owner and the Architect to determine Substantial Completion. The Contractor must submit a revised Punch List with such notice. The Architect will promptly notify the Contractor if the Owner or the Architect do not concur that the Work is substantially complete. In such case, the Contractor must bear the cost of any additional services of the Owner or the Architect until the Work is determined to be Substantially Complete.

§ 9.8.5 When the Owner and the Architect concur that the Work is Substantially Complete and that Work remaining to be completed or corrected can be accomplished within a period of thirty (30) days, subject to the availability of special-order parts and materials, the Architect will prepare a Certificate of Substantial Completion and a revised Punch List. The Certificate of Substantial Completion will fix the Date of Substantial Completion and the time periods within which the Contractor must finish all items on the Punch List accompanying the Certificate.

§ 9.8.6 The Certificate of Substantial Completion and accompanying Punch List must be submitted to the Owner and Contractor for execution, which will constitute their written acceptance of responsibilities assigned to them in such Certificate.

§ 9.8.7 To the extent provided in the Contract Documents or in the Certificate of Substantial Completion, the Owner, upon execution of the Certificate, will assume responsibility for security, operation, safety, maintenance, heat, utilities, damage to the Work (other than damage caused by the Contractor) and insurance.

§ 9.8.8 Warranties required by the Contract Documents will commence on the Date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion or the Contract Documents.

§ 9.8.9 Upon execution of the Certificate of Substantial Completion, the Contractor will deliver custody and control of such Work to the Owner. The Owner will thereafter provide the Contractor reasonable access to such Work to permit the Contractor to fulfill the correction, completion and other responsibilities remaining under the Contract and the Certificate of Substantial Completion.

§ 9.8.10 Unless otherwise provided in the Certificate of Substantial Completion, the Contractor must complete or correct all items included in the final Punch List within thirty (30) days, subject to the availability of special-order parts and materials, after the Date of Substantial Completion.

§ 9.8.11 At the time of Substantial Completion, in addition to removing rubbish and leaving the building “broom clean,” the Contractor must replace any broken or damaged materials, remove stains, spots, marks and dirt from decorated Work, clean all fixtures, vacuum all carpets and wet mop all other floors, replace HVAC filters, clean HVAC coils, and comply with such additional requirements, if any, which may be specified in 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 When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner and the Architect and request a final inspection of the Work as provided in Section 9.10.2. The Contractor’s notice and request for a final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 9.10.3.

§ 9.10.2 Upon receipt of the Contractor’s notice and request for final inspection, the Owner and the Architect will promptly make such inspection and, when the Owner and the Architect concur that the Work has been fully completed and is acceptable under the Contract Documents, the Architect will issue a Certificate of Final Completion to the Owner. The Contractor’s notice and request for final inspection constitutes a representation by the Contractor to the Owner that the Work has been completed in full and in strict accordance with the terms and Documents. The Architect will promptly notify the Contractor if the Owner or the Architect do not concur that the Work is finally complete. In such case the Contractor must bear the cost of any additional services of the Owner or the Architect until the Work is determined to be finally complete.

§ 9.10.3 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, submitted on AIA Document G706, Affidavit of Payment of Debts and Claims (latest edition) or such other form as may be prescribed by the Owner;
- .2 a release or waiver of liens on behalf of the Contractor and a similar release or waiver on behalf of each Subcontractor and supplier, accompanied by AIA Document G706A, Affidavit of Release of Liens (latest edition) or such other form as may be prescribed by the Owner;

- .3 a certificate evidencing that the Contractor's liability insurance and Performance Bond remain in effect during the one-year correction period following Substantial Completion as set forth in Section 12.2.2.1 and 12.2.2.2;
- .4 a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- .5 consent of surety to final payment, submitted on AIA Document G707 (latest edition) or other form prescribed by the Owner;
- .6 other data required by the Owner establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be prescribed by the Owner;
- .7 a certified building location survey and as-built site plan in the form and number required by the Contract Documents;
- .8 all warranties and bonds required by the Contract Documents;
- .9 Record Documents as provided in Section 3.1.1 and return of Contract Documents as provided therein; and
- .10 attic stock items as required by the Contract Documents; and
- .11 as applicable, documentation of approval by the AHJ/Sewer District of all Storm Water Management (SWM) work as to allow closeout of the SWM Permit. AHJ/Sewer District approval will be based on satisfying all Permit requirements including the submission of acceptable as-built SWM drawings and other required SWM documents.

§ 9.10.4 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.

§ 9.11 CONTRACTOR'S ACKNOWLEDGEMENT AND CERTIFICATION

§ 9.11.1 With each pay application, the Contractor shall provide Owner with a statement under oath certifying that Contractor has paid all subcontractors the sums due and owing to Subcontractors as evidenced by prior Applications for Payment. Contractor shall not be entitled to receive any further payments pursuant to the Agreement unless and until Contractor is in compliance with the terms of this paragraph. Contractor acknowledges the right of Owner to advise subcontractors and sub-subcontractors that Owner has made a Progress Payment or has made Final Payment to the Contractor.

§ 9.12 LIQUIDATED DAMAGES

§ 9.12.1 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay following the established contract completion date until the Work is substantially complete. Such sum shall be deducted from the contract amount by contract change order or directive prior to the final payment.

§9.12.2 Liquid Damages Amount per Calendar Day: \$1,500 (ONE THOUSAND AND FIVE HUNDRED DOLLARS)

§9.12.3 Reference also Article 4.5 of the AIA101-2017.

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 All persons at the Site and other persons who may be affected by the Work or other operations of the Contractor;
- .2 The Work and materials and equipment to be incorporated therein or otherwise utilized in the performance of the Contract, whether in storage on or off the Site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

- .3 other property at the Site or adjacent thereto and not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor must implement and maintain compliance with, as required by the Contract Documents, applicable laws and regulations and orders of public authorities having jurisdiction (without limitation OSHA and the State of Missouri), manufacturers' instructions or recommendations, existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including issuing appropriate notices, distributing material safety data sheets and other hazard communication information, providing protective clothing and equipment, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

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

§ 10.2.4 The Contractor must not load nor permit any part of any structure at the Site to be loaded or subjected to stresses or pressures so as to endanger its safety or that of adjacent structures or property.

§ 10.2.5 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.

§ 10.2.6 If the Contractor suffers injury or damage to person or property because of an act or omission of the Owner, or of any of the Owner's employees or agents, or of others for whose acts it is contended that the Owner is liable, written notice of such injury or damage, whether or not insured, must be given to the Owner within a reasonable time not exceeding ten (10) days after the onset or occurrence of such damage or injury or such shorter time as may be required by the Occupational Safety Hazards Administration (OSHA). The notice must provide sufficient detail to enable the Owner to investigate the matter. If notice is not received by the Owner within the time specified, any claim arising from the occurrence will be deemed to be conclusively waived, except to the extent of any applicable insurance (excluding self-insurance) coverage covering such occurrence. The provisions of this Section may not be used by the Contractor in lieu of the requirements of Article 7 when the Contractor is seeking an adjustment in the Contract Sum and are in addition to the requirements of Article 8 when the Contractor is seeking an adjustment in the Contract Time.

§ 10.2.7 The Contractor must promptly remedy, at its sole cost and expense, damage and loss 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, unless otherwise instructed in writing by the Owner. This obligation is in addition to, and not in limitation of, the Contractor's obligations for indemnification under Section 3.18 and the Contractor's responsibility to repair and or replace that portion of the Work and any materials and equipment to be incorporated therein which are damaged as a result of criminal mischief as specified in Section 10.2.10.

§ 10.2.8 The Contractor is responsible for taking all reasonable and necessary precautions to secure and protect the Site, the Work, materials and equipment to be incorporated therein, and any tools or equipment of the Contractor necessary or beneficial to the performance of the Work from damage due to vandalism, theft, or other criminal mischief. The Contractor must repair and/or replace that portion of the work and any materials or equipment to be incorporated therein and any tools or equipment of the Contractor necessary or beneficial to performance of the Work which are damaged or stolen due to vandalism, theft or any other criminal mischief at its expense whether or not covered by insurance. No extension of the Contract Time or increase in the Contract Sum will be granted to the Contractor as a consequence of any delay, impacts or inefficiencies resulting from any act of vandalism, theft or other criminal mischief whether or not caused or contributed to by the Contractor's negligence.

§ 10.2.9 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.

§ 10.2.10 If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether

or not insured, shall be given to the other party as soon as possible. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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

§ 10.2.12 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.

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

§ 10.2.14 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.

§ 10.2.15 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.

§ 10.2.16 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 report the condition to the Owner and Architect in writing within 24 hours of discovery.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. 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 indemnify 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.

§ 10.3.7 The Work shall be asbestos free. The Contractor, if requested, shall provide certification which attests to same. Reference in the technical specifications to manufacturers, model numbers, equipment, material, article or process shall be regarded as establishing a standard of quality and/or function. The Contractor shall submit a request for substitution on any item which cannot be certified to be asbestos free.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor must take all necessary action, without the necessity or any special instruction or authorization from the Owner or Architect, to prevent threatened damage, injury, or loss. The Contractor must promptly, but in all events within twenty-four (24) hours of the emergency, report such action in writing to the Owner and Architect. If the Contractor incurs additional costs on account of or is delayed by such emergency, the Contractor may request a change in the Contract Sum or Contract Time to account for such additional costs or delay in accord with Articles 7, 8 and 15. The Contractor must file any such request within ten (10) days of the emergency or it is deemed waived. Any adjustment in the Contract Sum or Contract Time shall be limited to the extent that the emergency work is not attributable to the fault or neglect of the Contractor or otherwise the responsibility of the Contractor under the Contract Documents.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

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

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

- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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

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

§ 11.1.4 **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 Liability Insurance

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual Liability Insurance.

§ 11.3 Property Insurance

§ 11.3.1 The Owner shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form as required in the executed AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor. Such coverage shall be in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

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

§ 11.3.1.4 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 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.

§ 11.3.3 BOILER AND MACHINERY INSURANCE

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

§ 11.3.4 Waivers of Subrogation

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

§ 11.4 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.

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

§ 11.4.2 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.4.3 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision

that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§11.5 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.

§ 11.6 PERFORMANCE BOND AND PAYMENT BOND

§ 11.6.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.

§ 11.6.1.1 The Contractor shall furnish the required bonds as stipulated in the Instructions to Bidders.

§ 11.6.1.2 The Contractor shall require the attorney-in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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.

§ 12.2.6 All warranties required by the Contract Documents shall commence on the date of Substantial Completion of the work or designated portions thereof, or for work first completed after Substantial Completion, on the date of its acceptance, unless some other commencement date is specifically referenced elsewhere in the contract documents for a specific warranty. The Contractor shall be required to secure any extended warranties or special riders to standard warranties which are required to comply with these requirements.

§ 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, and construed in accordance with, the laws of the State of Missouri without regard to its conflict of law's provisions. Any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in Franklin County, Missouri.

§ 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 Written Notice

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

§ 13.4 Rights and Remedies

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

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

§ 13.5 Tests and Inspections

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

§ 13.5.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, 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.

§ 13.5.3 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.

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

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

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

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at 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.

§ 13.6 Equal Employment Opportunity

§ 13.6.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Contractor shall take affirmative action to ensure that applicants are employed, and that applicants are treated during employment, without regard to that applicant's race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment, recruitment advertisement, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the requirements of these non-discrimination provisions.

§ 13.6.2 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.

§ 13.6.3 The Contractor shall include all of this Paragraph 13.8 in every Subcontract or Purchase Order, and shall require each Subcontractor and Material and Equipment Supplier to include this Paragraph 13.8 in each of their subcontracts and Purchase Orders, so that such provisions will be binding upon each Subcontractor, Sub-subcontractor, and Material and Equipment Supplier.

§ 13.6.4 In the event of the Contractor's noncompliance with any portion of this Paragraph 13.8, the Owner may cancel, terminate, or suspend this Contract.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 No Right To Stop Work for Non-Payment

The Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a Claim in accordance with Article 15. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been approved for payment by the Owner, and the Owner fails to make payment within sixty (60) days of the approval for payment by the Owner, the Contractor may upon ten (10) days written notice to the Owner, stop work if payment is not made by the Owner within ten (10) days following the notice.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 Fails to supply adequate properly skilled workers or proper materials;
- .2 Fails to make payment to Subcontractors or Suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 Fails to comply with any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- .4 Fails to perform the Work in accordance with the Contract Documents or otherwise breaches any provision of the Contract Documents;
- .5 Anticipatorily breaches or repudiates the Contract;
- .6 Fails to make satisfactory progress in the prosecution of the Work required by the Contract; or
- .7 Endangers the performance of this Contract.

§ 14.2.2 The Owner may terminate the Contract, in whole or in part, whenever the Owner determines that sufficient grounds for termination exist as provided in Subsection 14.2.1. The Owner will provide the Contractor with a written notice to cure the default. If the default is not cured, the termination for default is effective on the date specified in the Owner's written notice. However, if the Owner determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the Owner may terminate the Contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the Contract, the Contractor must compensate the Owner for additional costs that foreseeably would be incurred by the Owner, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

§ 14.2.3 Upon receipt of written notice from the Owner of termination, the Contractor must:

- .1 cease operations as directed by the Owner in the notice and, if required by the Owner and County, participate in an inspection of the Work with the Owner, County and the Architect to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
- .2 complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and equipment and completed Work;
- .3 unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site, and
- .4 except as directed by the Owner, terminate all existing subcontracts and purchase orders and enter into no further subcontracts or purchase orders.

§ 14.2.4 Following written notice from the Owner of termination, the Owner may:

- .1 take possession of the Site and of all materials and equipment thereon, and at the Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by the Contractor that the Owner elects to utilize in completing the Work;
- .2 accept assignment of subcontracts and purchase orders, and
- .3 complete the Work by whatever reasonable method the Owner may deem expedient.

§ 14.2.5 Upon termination for cause, the Contractor must take those actions described in Section 14.2.3, and the Owner may take those actions described in Section 14.2.4, subject to the prior rights of the Contractor's Surety.

§ 14.2.6 When the Owner terminates the Contract for cause, the Contractor is not entitled to receive further payment until the Work is completed and the costs of completion have been established.

§ 14.2.7 If the unpaid balance of the Contract Sum less amounts which the Owner is entitled to offset from the unpaid Contract balance including actual or Liquidated Damages, exceeds the costs of completing the Work, including compensation for the Owner's and the Architect's services made necessary thereby, such excess will be paid to the Contractor or Surety, as directed by the Surety. If such costs exceed the unpaid Contract balance, the Contractor must pay the difference to the Owner upon written demand. This obligation for payment survives termination of the Contract.

§ 14.2.8 In completing the Work following termination for cause, the Owner is not required to solicit competitive bids or to award completion work to the lowest bidder, but may obtain such completion work and related services on the basis of sole source procurement and negotiated compensation.

§14.2.9 If the Contractor files for protection, or a petition is filed against it, under the Bankruptcy laws, and Contractor wishes to affirm the Contract, Contractor shall immediately file with the Bankruptcy Court a motion to affirm the Contract and shall provide satisfactory evidence to Owner and to the Court of its ability to cure all present defaults and its ability to timely and successfully complete the Work. If Contractor does not make such an immediate filing, Contractor accepts that Owner shall petition the Bankruptcy Court to lift the Automatic Stay and permit Owner to terminate 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. 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 or any portion thereof or of the Work for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of termination, the Contractor must:

- .1 Cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner and the Architect/Engineer to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
- .2 Complete or correct the items directed by the Owner, and take actions necessary, or that the Owner may direct, for the protection and preservation of any stored materials and equipment and completed Work;
- .3 Unless otherwise directed by the Owner, remove its tools, equipment and construction machinery from the Site, and
- .4 Except as directed by the Owner, terminate all existing subcontracts and purchase orders related to the Work and enter into no further subcontracts or purchase orders therefor.

§ 14.4.3 Following written notice from the Owner of termination, the Owner may:

- .1 Take possession of the Site and of all materials and equipment thereon, and at the Owner's option, such temporary facilities, tools, construction equipment and machinery thereon owned or rented by the Contractor that the Owner elects to utilize in completing the Work;
- .2 Accept assignment of subcontracts and purchase orders; and
- .3 Complete the Work by whatever reasonable method the Owner may deem expedient.

§ 14.4.4 In case of termination for the Owner's convenience, the Contractor will be entitled to compensation only for the following items:

- .1 Payment for acceptable Work performed up to the date of termination;
- .2 The costs of preservation and protection of the Work if requested to do so by the Owner;
- .3 The cost of terminating the following contracts including:
 - (i.) Purchased materials but only if not returnable and provided to the Owner, or the restocking or return charge, if any, if returnable at the Owner's written election;
 - (ii.) Equipment rental contracts if not terminable at no cost but not to exceed an amount equal to thirty (30) days rental;
- .4 Documented transportation costs associated with removing Contractor-owned equipment;
- .5 Documented demobilization and close-out costs

The Contractor will not be compensated for the cost of terminating subcontracts, which must be terminable at no cost to the Owner if the Contract is terminated. The Contractor will not be compensated for the cost of any idled employees unless the employee is under a written employment contract entitling the employee to continued employment after termination of the Contract and the employee cannot be assigned to other work provided that in all events the Contractor's costs must be limited to thirty (30) days of employment costs from the date of the notice of termination. The Contractor is not entitled to any other costs or compensation (including lost or expected profit, uncompensated overhead or related expenses, or the cost of preparing and documenting its compensable expenses under this Subsection 14.4.4 as a consequence of the Owner's termination of the Contract for convenience. The Contractor conclusively and irrevocably waives its right to any other compensation or damages (compensatory or punitive) arising from termination of the Contract. If the Owner and the Contractor are unable to agree upon the amounts specified in this subsection, the Contractor may submit a Claim as provided in Article 15. The Claim must be limited to resolution of the amounts specified in Subsections 14.4.4.1, 14.4.4.2, 14.4.4.3 and 14.4.4.4 of this subsection 14.4.4. No other cost, damages, or expenses may be claimed or paid to the Contractor or considered as part of the Claim, the same being hereby conclusively and irrevocably waived by the Contractor. Any such Claim must be delivered to the Owner within thirty (30) days of the termination of the Contract and must contain a written statement setting forth the specific reasons and supporting calculations and documentation as to the amounts the Contractor claims to be entitled to under this Subsection as a result of the termination of the Contract.

§ 14.4.5 The Contractor's obligations surviving final payment under the Contract, including without limitation those

with respect to insurance, indemnification, and correction of Work that has been completed at the time of termination, remains effective notwithstanding termination for convenience of the Owner.

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, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Notice of circumstances that could give rise to a Claim must be given to the other party as soon as possible, to enable that party to take action as appropriate to lessen the impact of the potential Claim. The party recognizing a potential claim shall also explore all options and generate suggestions for how to avoid or overcome the impact of the circumstances. If damage cannot be avoided, Claims by either the Owner or Contractor must be initiated by written notice by mail or electronically to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within ten (10) days after occurrence of the event giving rise to such Claim or within ten (10) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 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 critical path of construction.

§ 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 Dispute Resolution pursuant to Section 6.2 of the executed AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor.

§ 15.2.6 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.

§ 15.2.7 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 The parties shall endeavor to resolve by mediation any Claims, dispute, or other matter in question or arising out of or related to the Contract. The parties shall share the mediator's fee and any filing fees equally. The parties will bear their own attorneys' fees, expert witnesses' fees, costs and expenses in the mediation. The mediator shall be an attorney selected by the parties from the United States Arbitration and Mediation (USA&M), and the mediation shall be held at USA&M's offices in St. Louis, Missouri, at a time and date to be decided, unless another mediator or location mutually agreed upon. Mediation is not a condition precedent to commencing litigation, but if litigation is commenced before mediation is held, the Parties agree to mediate before any dispositive motions or trial.

§ 15.3.2 If the parties do not resolve the disputes through meditation pursuant to Section 15.3.1, the method of binding dispute resolution shall be litigation in the Circuit Court for Franklin County, Missouri.

ARTICLE 16 REGULATIONS

§ 16.1 Contractor's Responsibilities

§ 16.1.1 The Contractor shall assume all responsibility and costs in complying with Federal, State and Local regulations for Equal Opportunity Employment, Anti-Discrimination, Safety and other Regulations.



Missouri Department of

dnr.mo.gov

NATURAL RESOURCES

Michael L. Parson, Governor

Carol S. Comer, Director

Franklin County Sheriff's Office
MORA13597, Franklin County
Franklin County
400 East Locust
Union, MO 63084

Enclosed please find your Missouri State Operating Permit which authorizes land disturbance activities for MORA13597. This permit has been issued as requested and is based upon application information entered in the Missouri Department of Natural Resources' (department) ePermitting program. This permit contains several requirements and should be thoroughly read and understood. Please reference General Operating Permit number MORA13597 for future correspondences with the department with regards to this land disturbance activity.

Acquisition of the permit does not imply that the requirements or ordinances of other local, state or federal permits are replaced or superseded. This permit does not authorize land disturbance activity in jurisdictional waters of the United States as defined by the Army Corps of Engineers (Corps), unless the permittee has obtained the required Clean Water Act Section 404 Permit. Not all land disturbance projects will require a 404 permit; however, if a 404 permit is required, land disturbance activities are not to be conducted in the jurisdictional area of the project until the 404 permit has been obtained.

Please contact the applicable Regional Office if you would like to Schedule a Compliance Assistance Visit (CAV). Regional Office contact information is contained with the documents issued with the operating permit. During the visit, department staff will review the requirements of the permit and answer questions pertaining to Land Disturbance activities.

Sincerely,

Water Protection Program

Chris Wieberg
Director

CW

Franklin County Sheriff's Office
MORA13597

ePermitting Certification and Signature Document

Missouri State Operating General Permit number MORA13597 was issued on 04-10-2019 based on information entered into the Missouri Department of Natural Resources' electronic Permitting (ePermitting) system. Missouri Regulation 10 CSR 20-6.010(2)(B) requires that all applications for construction and operating permits be signed.

Franklin County Sheriff's Office, Franklin County
1 Bruns Lane
UNION, MO 63084
Total Permitted Area: 9.52 Acres
Total Number of Permitted Features: 1

Based upon the selection you made on the 'New Permit' screen; it was indicated that a single polygon was drawn indicating the entire disturbance area.

Is any part of the area that is being disturbed in a jurisdictional water of the United States? If yes, you must also receive a Clean Water Act, Section 404 Permit for this site from the United States Army Corp of Engineers.

No

I understand there may be an established Local Authority Erosion Control Plan in the city or the unincorporated area of the county where land disturbance activities covered under this general permit will occur. (Note - you may want to contact your local authority to determine if there are any requirements).

Agreed

A Stormwater Pollution Prevention Plan (SWPPP) must be developed for this site. This plan must be developed in accordance with requirements and guidelines specified within the general permit for storm water discharges from land disturbance activities. The application will be considered incomplete if the SWPPP has not been developed.

Agreed

The above certifications were made electronically in the ePermitting system by:

Name: Timothy Schowe

Date: 04/10/2019

I certify that I am familiar with the information contained in the application, that to the best of my knowledge and belief such information is true, complete and accurate, and being granted this permit, I agree to abide by the Missouri Clean Water Law and all rules, regulations, orders and decisions, and terms of this permit, subject to any legitimate appeal available to an applicant under the Missouri Clean Water Commission.

Agreed

Timothy Schowe
Signature

04-10-2019
Date

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
MISSOURI CLEAN WATER COMMISSION



MISSOURI STATE OPERATING PERMIT

General Operating Permit

In compliance with the Missouri Clean Water Law, (chapter 644 R.S. Mo as amended, hereinafter, the Law), and the Federal Water Pollution Control Act (Public Law 92-500, 92nd Congress) as amended,

Permit No.: MORA13597

Owner: Franklin County
Address: 400 East Locust
Union, MO 63084

Continuing Authority: Franklin County
400 East Locust
Union, MO 63084

Facility Name: Franklin County Sheriff's Office
Facility Address: 1 Bruns Lane
UNION, MO 63084

Legal Description: Sec. 23, T 43N, R 01W, Franklin County
UTM Coordinates: 675244.242 / 4258676.808
Receiving Stream: Tributary to Bourbeuse R. (U)
First Classified Stream - ID#: Bourbeuse R. (P) 303(d) 2034.00
USGS# and Sub Watershed#: 07140103 - 0405

is authorized to discharge from the facility described herein, in accordance with the effluent limitations and monitoring requirements as set forth herein.

FACILITY DESCRIPTION All Outfalls SIC # 1629

All Outfalls - Construction or land disturbance activity (e.g., clearing, grubbing, excavating, grading, filling and other activities that result in the destruction of the root zone and/or land disturbance activity that is reasonably certain to cause pollution to waters of the state).

This permit authorizes only wastewater, including storm water, discharges under the Missouri Clean Water Law and the National Pollutant Discharge Elimination System, it does not apply to other regulated areas. This permit may be appealed in accordance with RSMo Section 644.051.6 and 621.250, 10 CSR 20-6.020, and 10 CSR 20-1.020.

04-10-2019

Issue date

Edward B. Galbraith, Director, Division of Environmental Quality

02/07/2022

Expiration date

Chris Wieberg, Director, Water Protection Program

APPLICABILITY

1. This general permit authorizes the discharge of stormwater and certain non-stormwater discharges from land disturbance sites that disturb one or more acres or disturb less than one acre when part of a larger common plan of development or sale that will disturb a cumulative total of one or more acres over the life of the project. This general permit also authorizes the discharge of stormwater and certain non-stormwater discharges from smaller projects where the Missouri Department of Natural Resources (Department) has exercised its discretion to require a permit [10 CSR 20-6.200 (1)(B)].

A Missouri State Operating Permit that specifically identifies the project must be issued before any site vegetation is removed or the site disturbed.

Any site owner/operator subject to these requirements for stormwater discharges and who disturbs land prior to permit issuance from the Department is in violation of both State and Federal Laws.

The legal owner of the property or the holder of an easement on the property, and operator on which the site is located are responsible for compliance with this permit.

2. This permit authorizes non-stormwater discharges from the following activities provided that these discharges are addressed in the permittee's specific Stormwater Pollution Prevention Plan (SWPPP) required by this general permit:
 - a. De-watering activities if there are no contaminants other than sediment present in the discharge, and the discharge is treated as specified in Requirements, Section C.8.m. of this permit;
 - b. Flushing water hydrants and potable water lines;
 - c. Water only (i.e., without detergents or additives) rinsing of streets and buildings; and
 - d. Site watering to establish vegetation.
3. This general permit does not authorize the placement of fill materials in flood plains, the obstruction of stream flow, directing stormwater across private property not owned or operated by the permittee, or changing the channel of a defined drainage course. This general permit addresses only the quality of the stormwater runoff and the minimization of off-site migration of sediments and other water contaminants.
4. This permit does not authorize land disturbance activity in jurisdictional waters of the United States as defined by the U.S. Army Corps of Engineers, unless the permittee has obtained the required Clean Water Act Section 404 permit from the U.S. Army Corps of Engineers and its associated Section 401 Water Quality Certification from the department. Land disturbance activities may not begin in the affected waters of the United States until the required 404 permit and 401 certification have been obtained.
5. This general permit prohibits any discharge of wastewater generated from air pollution control equipment or the containment of scrubber water in lined ponds to waters of the state.
6. This general permit prohibits any discharge of sewage or pollutants to waters of the state including but not limited to:
 - a. Any hazardous material, oil, lubricant, solid waste or other non-naturally occurring substance from the site, including fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance;
 - b. Soaps or solvents used in vehicle and equipment washing;
 - c. Hazardous substances or petroleum products from an on-site spill or handling and disposal practices;

APPLICABILITY (continued)

- d. Wash and/or rinse waters from concrete mixing equipment including ready mix concrete trucks, unless managed by an appropriate control. Any such pollutants must be adequately treated and addressed in the SWPPP, and cannot be discharged to waters of the state;
 - e. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
 - f. Domestic wastewaters, including gray waters; or
 - g. Industrial stormwater runoff.
6. The Department reserves the right to revoke or deny coverage under this general permit to applicants for stormwater discharges from land disturbance activities at sites that have contaminated soils that will be disturbed by the land disturbance activity or where such materials are brought to the site to use as fill or borrow. A site-specific permit may be required to cover such activities.
 7. Discharges to waters of the state shall not cause violations of the Water Quality Standards 10 CSR 20-7.031, including both specific and general criteria. If at any time the Department determines that the quality of waters of the state may be better protected by requiring the owner/operator of the permitted site to apply for a site-specific permit, the Department may require any person to obtain a site-specific operating permit [10 CSR 20-6.010(13)(C)].

The Department may require the permittee to apply for and obtain a site-specific or different general permit if:

- a. The permittee is not in compliance with the conditions of this general permit;
- b. The discharge no longer qualifies for this general permit due to changed site conditions and/or regulations; or
- c. Information becomes available that indicates water quality standards have been or may be violated.

The permittee will be notified in writing of the requirement to apply for a site-specific permit or a different general permit. When a site-specific permit or different general permit is issued to the authorized permittee, the applicability of this general permit to the permittee is automatically terminated upon the effective date of the site specific or different general permit.

8. Any owner/operator authorized by a general permit may request to be excluded from the coverage of the general permit and apply for a site-specific permit [10 CSR 20-6.010(13) (D)].
9. This operating permit does not affect, remove, or replace any requirement of the National Environmental Policy Act, the Endangered Species Act; the National Historic Preservation Act; the Comprehensive Environmental Response, Compensation and Liability Act; or the Resource Conservation and Recovery Act. Determination of applicability to the above mentioned acts is the responsibility of the permittee.
10. This permit does not supersede any requirement for obtaining project approval under an established local authority.
11. This permit is not transferable to other owners or operators.

EXEMPTIONS FROM PERMIT REQUIREMENTS

1. Facilities that discharge all stormwater runoff directly to a combined sewer system are exempt from stormwater permit requirements.
2. Land disturbance activity as described in 10 CSR 20-6.200(1) (B) and 10 CSR 20-6.010(1) (B) where water quality standards are not exceeded.
3. Oil and gas related activities as listed in 40 C.F.R § 122.26(a) (2) (ii) where water quality standards are not exceeded.

REQUIREMENTS

1. This permit is to ensure the design, installation and maintenance of effective erosion and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed and maintained to:
 - a. Control stormwater volume and velocity within the site to minimize soil erosion;
 - b. Control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion;
 - c. Minimize the amount of soil exposed during construction activity;
 - d. Minimize the disturbance of steep slopes;
 - e. Minimize sediment discharges from the site. Design, install and maintain erosion and sediment controls that address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle size expected to be present on the site;
 - f. Provide and maintain natural buffers around surface waters as detailed in 8.f, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration and filtering, unless infeasible; and
 - g. Minimize soil compaction and, unless infeasible, preserve topsoil.
 - h. Capture or treat a 2-year, 24-hour storm event. A 2-year, 24-hour storm event shall be determined for the project location using the National Oceanic and Atmospheric Administration's National Weather Service Atlas 14 which can be located at <http://hdsc.nws.noaa.gov/hdsc/pfds/>.
2. Installation of Best Management Practices (BMP) necessary to prevent soil erosion at the project boundary must be complete prior to the start of all phases of construction.
3. Install sediment controls along any perimeter areas of the site that will receive pollutant discharges.
 - a. Remove any sediment per the manufacturer's instructions or before it has accumulated to one-half of the above-ground height of any perimeter control.
 - b. For sites where perimeter controls are infeasible, other practices shall be implemented to minimize discharges to perimeter areas of the site.
4. BMPs shall be maintained and remain in effective operating condition during the entire duration of the project, with repairs made within the timeframe specified elsewhere in this permit, until final stabilization has been achieved.
5. Minimize sediment trackout from the site.
 - a. Restrict vehicle traffic to properly designed exit points.
 - b. Use appropriate stabilization techniques at all points that exit onto paved roads.
 - c. Remove any sediment that has been tracked out within the same business day or by the end of the next business day if trackout occurs on a non-business day.

REQUIREMENTS (continued)

6. The primary requirement of this permit is the development and implementation of a SWPPP which incorporates site specific practices to best minimize the soil exposure, soil erosion, and the discharge of pollutants. The permittee shall fully implement the provisions of the SWPPP required under this part as a condition of this general permit throughout the term of the land disturbance project. **The SWPPP must be developed prior to issuance of the permit and must be specific to the land disturbance activities at the site.** A permit must be issued before any disturbance of root zone of the existing vegetation or other land disturbance activities may begin. Either an electronic copy or a paper copy of the SWPPP must be accessible to anyone on-site at all times when land disturbance operations are in progress, or other operational activities that may affect the maintenance or integrity of the BMP structures and made available as specified under the Records Section of this permit.
7. The SWPPP must:
 - a. List and describe all outfalls;
 - b. Incorporate required practices identified below;
 - c. Incorporate erosion control practices specific to site conditions;
 - d. Provide for maintenance and adherence to the plan;
 - e. Discuss whether or not a 404/401 Permit is required for the project; and
 - f. Name the person responsible for inspection, operation and maintenance of BMPs.

The purpose of the SWPPP is to ensure the design, implementation, management and maintenance of BMPs in order to prevent sediment and other pollutants in stormwater discharges associated with the land disturbance activities; compliance with the Missouri Water Quality Standards; and compliance with the terms and conditions of this general permit.

The permittee shall select, install, use, operate and maintain appropriate BMPs for the permitted site. The following manuals are acceptable resources for the selection of appropriate BMPs. *Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites*, (Document number EPA 833-R-06-004) published by the United States Environmental Protection Agency (USEPA) in May 2007. This manual as well as other information, including examples of construction SWPPPs, is available at the USEPA internet site at https://www3.epa.gov/npdes/pubs/industrial_swppp_guide.pdf; and

The latest version of *Protecting Water Quality: A field guide to erosion, sediment and stormwater best management practices for development sites in Missouri*, published by the Missouri Department of Natural Resources. This manual is available on the Department's internet site at: <http://www.dnr.mo.gov/env/wpp/wpcp-guide.htm>.

The permittee is not limited to the use of these guidance manuals. Other guidance publications may be used to select appropriate BMPs. However, all BMPs should be described and justified in the SWPPP.

8. SWPPP Requirements: The following information and practices shall be provided for in the SWPPP:
 - a. Nature of the Construction Activity: The SWPPP briefly must describe the nature of the construction activity, including:
 - 1) The function of the project (e.g., low density residential, shopping mall, highway, etc.);
 - 2) The intended sequence and timing of activities that disturb the soils at the site;
 - 3) Estimates of the total area expected to be disturbed by excavation, grading, or other construction activities including off-site borrow and fill areas; and
 - 4) A general map (e.g., United States Geological Survey quadrangle map, a portion of a city of county map, or other map) with enough detail to identify the location of the construction site and waters of the State within one mile of the site.

REQUIREMENTS (continued)

- b. Site Map: The SWPPP must contain a legible site map showing the site boundaries and outfalls and identifying:
- 1) Direction(s) of stormwater flow and approximate slopes anticipated after grading activities;
 - 2) Areas of soil disturbance and areas that will not be disturbed (or a statement that all areas of the site will be disturbed unless otherwise noted);
 - 3) Location of major structural and non-structural BMPs identified in the SWPPP;
 - 4) Locations where stabilization practices are expected to occur;
 - 5) Locations of off-site material, waste, borrow or equipment storage areas;
 - 6) Locations of all waters of the state (including wetlands);
 - 7) Locations where stormwater discharges to a surface water; and
 - 8) Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.
- c. Site Description: In order to identify the site, the SWPPP shall include facility and outfall information. The SWPPP shall have sufficient information to be of practical use to contractors and site construction workers to guide the installation and maintenance of BMPs.
- d. Selection of Temporary and Permanent BMPs: The permittee shall select appropriate BMPs for use at the site and list them in the SWPPP.
- e. The SWPPP shall require existing vegetation and trees to be preserved where practical.
- f. For surface waters of the state, defined as “all waters within the jurisdiction of this state, including all rivers, streams, lakes and other bodies of surface and subsurface water lying within or forming a part of the boundaries of the state which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or by two or more persons jointly or as tenants in common, located on or adjacent to the site, the permittee must:
- 1) Provide and maintain a 50-foot undisturbed natural buffer;
 - 2) Provide and maintain an undisturbed natural buffer that is less than 50 feet and is supplemented by erosion and sediment controls that achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer; or
 - 3) If infeasible to provide and maintain an undisturbed natural buffer of any size, implement erosion and sediment controls to achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer.
 - 4) Where you are retaining a buffer of any size, the buffer should be measured perpendicularly from any of the following points, whichever is further landward from the water:
 - i. The ordinary high water mark of the water body, defined as the line on the shore established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, and/or the presence of litter and debris; or
 - ii. The edge of the stream or river bank, bluff, or cliff, whichever is applicable.
- g. Description of BMPs: The SWPPP shall include a description of both structural and non-structural BMPs that will be used at the site.

The SWPPP shall provide the following general information for each BMP which will be used one or more times at the site:

- 1) Physical description of the BMP;
- 2) Site conditions that must be met for effective use of the BMP;
- 3) BMP installation/construction procedures, including typical drawings; and
- 4) Operation and maintenance procedures for the BMP.

REQUIREMENTS (continued)

The SWPPP shall provide the following information for each specific instance where a BMP is to be installed:

- 1) Whether the BMP is temporary or permanent;
- 2) Where, in relation to other site features, the BMP is to be located;
- 3) When the BMP will be installed in relation to each phase of the land disturbance procedures to complete the project; and
- 4) Site conditions that must be met before removal of the BMP if the BMP is not a permanent BMP.

- h. Disturbed Areas: Slopes for disturbed areas must be defined in the SWPPP. A site map or maps defining the sloped areas for all phases of the project must be included in the SWPPP.

For soil disturbing activities that have been temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days:

- 1) The permittee shall construct BMPs to establish interim stabilization; and
- 2) Stabilization must be initiated immediately and completed within 14 calendar days.

For soil disturbing activities that have been permanently ceased on any portion of the site, final stabilization of disturbed areas must be initiated immediately and completed within 14 calendar days.

Allowances to the 14 day completion period for temporary and final stabilization may be made due to weather and equipment malfunctions. The use of allowances shall be documented in the SWPPP.

Interim stabilization shall consist of well-established and maintained BMPs that are reasonably certain to protect waters of the state from sediment pollution over an extended period of time. This may require adding more BMPs to an area than is normally used during daily operations. These BMPs may include a combination of sediment basins, check dams, sediment fences and mulch. The types of BMPs used must be suited to the area disturbed, taking into account the number of acres exposed and the steepness of the slopes. If the slope of the area is greater than 3:1 (three feet horizontal to one foot vertical) or if the slope is greater than 3% and greater than 150 feet in length, then the permittee shall establish interim stabilization within seven days of ceasing operations on that part of the site.

If vegetative stabilization measures are being implemented, stabilization is considered "installed" when all activities necessary to seed or plant the area are completed.

- i. Installation: The permittee shall ensure the BMPs are properly installed at the locations and relative times specified in the SWPPP. Peripheral or border BMPs to control runoff from disturbed areas shall be installed or marked for preservation before general site clearing is started. Note that this requirement does not apply to earth disturbances related to initial site clearing and establishing entry, exit and access of the site, which may require that stormwater controls be installed immediately after the earth disturbance. For phased projects, BMPs shall be properly installed as necessary prior to construction activities. Stormwater discharges from disturbed areas which leave the site shall pass through an appropriate impediment to sediment movement such as a sedimentation basin, sediment traps and silt fences prior to leaving the land disturbance site. A drainage course change shall be clearly marked on a site map and described in the SWPPP.
- j. Sedimentation Basins: The SWPPP shall include a sedimentation basin for each drainage area with ten or more acres disturbed at one time. The sedimentation basin shall be sized to treat a local 2-year, 24-hour storm. Accumulated sediment shall be removed from the basin when basin is 50% full. Utilize outlet structures that withdraw water from the surface when

REQUIREMENTS (continued)

discharging from basins and impoundments unless infeasible. Discharges from the basin shall not cause scouring of the banks or bottom of the receiving stream. The SWPPP shall require the basin be maintained until final stabilization of the disturbed area served by the basin.

Where use of a sediment basin is infeasible, the SWPPP shall evaluate and specify other similarly effective BMPs to be employed to control erosion and sediment delivery. These similarly effective BMPs shall be selected from appropriate BMP guidance documents authorized by this permit. The BMPs must provide equivalent water quality protection to achieve compliance with this permit. The SWPPP shall require both temporary and permanent sedimentation basins to have a stabilized spillway to minimize the potential for erosion of the spillway or basin embankment.

- k. Pollution Prevention Measures: The SWPPP shall include BMPs for pollution prevention measures. At minimum such measures must be designed, installed, implemented and maintained to:
 - 1) Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
 - 2) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater;
 - 3) Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures. Included but not limited to the installation of containment berms and use of drip pans at petroleum product and liquid storage tanks and containers; and
 - 4) Prevent discharges from causing or contributing to an exceedance of water quality standards including general criteria.

- l. Roadways: Where applicable, upon installation of or connection to roadways, all efforts should be made to prevent the deposition of earth and sediment onto roadways through the use of proper BMPs. Stormwater inlets susceptible to receiving sediment from the permitted land disturbance site shall have curb inlet protection. Where stormwater will flow off the end of where a roadway terminates, a sediment catching BMP such as gravel berm or silt fence shall be provided. Curb inlets shall be cleaned weekly or following a rainfall that generates a run-off.

- m. Dewatering: Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls. The SWPPP shall include a description of any anticipated dewatering methods. An estimation of the volume of water discharged from these dewatering activities shall be kept with the SWPPP after each discharge has ended along with the type and maximum capacity (e.g., flow rate) of equipment used. The SWPPP shall call for specific BMPs designed to treat water pumped from trenches and excavations and in no case shall this water be pumped off-site without being treated by the specified BMPs.

9. Good housekeeping practices shall be maintained at all times to keep waste from entering waters of the state. Solid and hazardous waste management include providing trash containers and regular site cleanup for proper disposal of solid waste such as scrap building material, product/material shipping waste, food containers and cups, and providing containers and proper disposal of waste paints, solvents and cleaning compounds. The provision of portable toilets for proper disposal of sanitary sewage and the storage of construction materials should be kept away from drainage courses and low areas.

REQUIREMENTS (continued)

10. All fueling facilities present shall at all times adhere to applicable federal and state regulations concerning underground storage, above ground storage and dispensers.
11. Hazardous wastes that are transported, stored, or used for maintenance, cleaning, or repair shall be managed according to the provisions of the Missouri Hazardous Waste Laws and Regulations.
12. All paint, solvents, petroleum products, petroleum waste products and storage containers such as drums, cans, or cartons shall be stored according to BMPs. The materials exposed to precipitation shall be stored in watertight, structurally sound, closed containers. All containers shall be inspected for leaks or spillage during the inspection of BMPs.
13. Amending/Updating the SWPPP: The permittee shall amend and update the SWPPP as appropriate during the term of the land disturbance activity. The permittee shall amend the SWPPP at a minimum whenever the:
 - a. Design, operation, or maintenance of BMPs is changed;
 - b. Design of the construction project is changed that could significantly affect the quality of the stormwater discharges;
 - c. Permittee's inspections indicate deficiencies in the SWPPP or any BMP;
 - d. Department notifies the permittee in writing of deficiencies in the SWPPP;
 - e. SWPPP is determined to be ineffective in minimizing or controlling erosion and sedimentation (e.g., there is visual evidence of excessive site erosion or excessive sediment deposits in streams or lakes); and/or
 - f. Department determines violations of water quality standards may occur or have occurred.
14. An individual shall be designated by the permittee as the lead for environmental matters. The lead individual for environmental matters shall have a thorough and demonstrable knowledge of the site's SWPPP and sediment and erosion control practices in general. The lead individual for environmental matters or a designated inspector knowledgeable in erosion, sediment and stormwater control principles shall inspect all structures that function to prevent pollution of waters of the state.
15. Site Inspections Reports: The permittee (or a representative of the permittee) shall conduct regularly scheduled inspections. These inspections shall be conducted by a qualified person, one who is responsible for environmental matters at the site, or a person trained by and directly supervised by the person responsible for environmental matters at the site. For disturbed areas that have not been finally stabilized, all installed BMPs and other pollution control measures shall be inspected for proper installation, operation and maintenance. All stormwater outfalls shall be inspected for evidence of erosion or sediment deposition. When practicable the receiving stream shall also be inspected for 50 feet downstream of the outfall. Any structural or maintenance problems shall be noted in an inspection report and corrected as soon as possible but no more than seven calendar days after the inspection. All BMPs must be inspected in accordance to one of the two schedules listed below, and any changes to the frequency of inspections, including switching between the options listed below, must be documented in the SWPPP:
 - a. At least once every seven calendar days and within 48 hours after any storm event equal to or greater than a 2-year, 24-hour storm has ceased during a normal work day and within 72 hours if the rain event ceases during a non-work day such as a weekend or holiday; or
 - b. Once every 14 calendar days and within 24 hours of the occurrence of a storm event of 0.25 inches of precipitation or greater, or the occurrence of runoff from snowmelt. To determine if a storm event of 0.25 inches or greater has occurred on your site, you must either keep a properly maintained rain gauge on site, or obtain the storm event information from a weather station for your location.
 - 1) Inspections are only required during the project's normal working hours.

REQUIREMENTS (continued)

- 2) You must conduct an inspection within 24 hours once a storm event has produced 0.25 inches within a 24 hour period, even if the storm event is still continuing.
- 3) If you have elected to inspect every 14 calendar days and there is a storm event at your site that continues for multiple days, and each day of the storm produces 0.25 inches or more of rain, you are required to conduct an inspection within 24 hours of the first day of the storm and within 24 hours after the end of the storm.

The SWPPP must explain how the person responsible for erosion control will be notified when stormwater runoff occurs. If weather conditions prevent correction of BMPs within seven calendar days, the reasons for the delay must be documented (including pictures) and there must be a narrative explaining why the work cannot be accomplished within the seven day time period. The documentation must be filed with the regular inspection reports. The permittee shall correct the problem as soon as weather conditions allow. Areas on-site that have been finally stabilized must be inspected at least once per month.

A log of each inspection and copy of the inspection report shall be kept readily accessible and must be available upon request by the Department. Electronic logs are acceptable as long as reports can be provided in a timely manner. If inspection reports are kept off-site, your SWPPP must indicate where they are stored. The inspection report shall be signed by the permittee or by the person performing the inspection if duly authorized to do so. The inspection report is to include the following minimum information:

- a. Inspector's name;
 - b. Date of inspection;
 - c. Observations relative to the effectiveness of the BMPs;
 - d. Actions taken or necessary to correct the observed problem; and
 - e. Listing of areas where land disturbance operations have permanently or temporarily stopped.
16. Notification to All Contractors: The permittee shall be responsible for notifying each contractor or entity (including utility crews and city employees or their agents) who will perform work at the site of the existence of the SWPPP and what action or precautions shall be taken while on-site to minimize the potential for erosion and the potential for damaging any BMP. The permittee is responsible for any damage a subcontractor may do to established BMPs and any subsequent water quality violation resulting from the damage.
17. Public Notification: The permittee shall post a copy of the public notification sign described by the Department at the main entrance to the site. The public notification sign must be visible from the public road that provides access to the site's main entrance. An alternate location is acceptable provided the public can see it and it is noted in the SWPPP. The public notification sign must remain posted at the site until the permit has been terminated.

OTHER DISCHARGES

1. Release of a hazardous substance must be reported to the department in accordance with 10 CSR 24-3.010. A record of each reportable spill shall be retained with the Stormwater Pollution Prevention Plan (SWPPP) and made available to the department upon request. The department may also require the submittal of a written or electronic report detailing measures taken to clean up the spill within five (5) days of the spill. Such a report must include the type of material spilled, volume, date of spill, date clean-up was completed, clean-up method, and final disposal method. If the spill occurs outside of normal business hours, or if the permit holder cannot reach regional office staff for any reason, the permit holder is instructed to report the spill to the department's 24 hour Environmental Emergency Response hotline at (573) 634-2436 at the earliest practicable moment after discovery. Leaving a message on a department staff member voice-mail does not satisfy this reporting requirement.

REQUIREMENTS (continued)

2. Removed substances: Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.

SAMPLING REQUIREMENTS AND EFFLUENT LIMITATIONS

The Department may require sampling and reporting as a result of illegal discharges, compliance issues, complaint investigations, or other such evidence of contamination from activities at the site. If such an action is needed, the Department will specify in writing any sampling requirements, including such information as location, extent and parameters.

RECORDS

1. The permittee shall retain copies of this general permit, the SWPPP and all amendments for the site named in the State Operating Permit, results of any monitoring and analysis and all site inspection records required by this general permit. The records shall be accessible during normal business hours. The records shall be retained for a period of at least three years from the date of the Letter of Termination.
2. The permittee shall provide a copy of the SWPPP to the Department, USEPA, or any local agency or government representative if they request a copy in the performance of their official duties.
3. The permittee shall provide a copy of the SWPPP to those who are responsible for installation, operation, or maintenance of any BMP. The permittee, their representative, and/or the contractor(s) responsible for installation, operation and maintenance of the BMPs shall have a current copy of the SWPPP with them when on the project site.

LAND PURCHASE AND CHANGE OF OWNERSHIP

1. Federal and Missouri stormwater regulations [10 CSR 20-6.200(1) (B)] require a stormwater permit and erosion control measures for all land disturbances of one or more acres. These regulations also require a permit for less than one acre lots if the lot is part of a larger common plan of development or sale where that plan is at least one acre in size.
2. If the permittee sells any portion of the permitted site to a developer for commercial, industrial, or residential use, this land remains a part of the common sale and the new owner must obtain a permit prior to conducting any land disturbance activity. Therefore, the original permittee must amend the SWPPP to show that the property has been sold and therefore no longer under the original permit coverage.
3. Property of any size which is part of a larger common plan of development where the property has been stabilized and the original permit terminated will require application of a new land disturbance permit for any future land disturbance activity.
4. If the entire tract is sold to a single entity, then this permit shall be terminated when the new owner obtains a new land disturbance permit for the site.
5. If a portion of a larger common plan of development is sold to an individual for the purpose of building his or her own private residence, a permit is required if the portion of land sold is equal to or greater than one acre while no permit is required for less than one acre of land sold.

TERMINATION

1. This permit may be terminated when the project is stabilized. The project is considered to be stabilized when perennial vegetation, pavement, buildings, or structures using permanent materials cover all areas that have been disturbed. With respect to areas that have been vegetated, vegetation cover shall be at least 70% over 100% of the site. In order to terminate the permit, the permittee shall notify the Department by submitting Form H Request for Termination of a General Permit.
2. The Cover Page (Certificate Page) of the Master General Permit for Land Disturbance specifies the “effective date” and the “expiration date” of the Master General Permit. The “issued date” along with the “expiration date” will appear on the State Operating Permit issued to the applicant. This permit does not continue administratively beyond the expiration date.
3. Due to the nature of the electronic permitting system, a period of 60 days will be granted at the discretion of the department in order to apply for a new permit after the new version is effective. Applicants must maintain appropriate best management practices during the discretionary period.

DUTY TO REAPPLY

If the project or development completion date will be after the expiration date of this general permit, then the permittee must reapply to the Department for a new permit. This permit may be applied for and issued electronically once made available by the director in accordance with Section 644.051.10, RSMo.

MODIFICATION, REVOCATION, AND REOPENING

1. If at any time the Department determines that the quality of waters of the state may be better protected by reopening this permit, or revoking this permit and requiring the owner/operator of the permitted site to apply for a site-specific permit, the Department may revoke a general permit and require any person to obtain such an operating permit as authorized by 10 CSR 20-6.010(13) and 10 CSR 20-6.200(1) (B).
2. If this permit is reopened, modified or revoked pursuant to this Section, the permittee retains all rights under Chapter 536 and 644 Revised Statutes of Missouri upon the Department’s reissuance of the permit as well as all other forms of administrative, judicial, and equitable relief available under law.

STANDARD CONDITIONS

These Standard Conditions incorporate permit conditions as required by 40 CFR 122.41 or other applicable state statutes or regulations. These minimum conditions apply unless superseded by requirements specified in the permit.

1. Other Information
 - a. Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.
2. Duty to Comply
 - a. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Missouri Clean Water Law and Federal Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

STANDARD CONDITIONS (continued)

3. Duty to Provide Information
 - a. The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the Department upon request, copies of records required to be kept by this permit.
4. Inspection and Entry
 - a. The permittee shall allow the Department, or an authorized representative (including an authorized contractor acting as a representative of the Department), upon presentation of credentials and other documents as may be required by law, to:
 - i. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of the permit;
 - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
 - iii. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
 - iv. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Federal Clean Water Act or Missouri Clean Water Law, any substances or parameters at any location.
5. Signatory Requirement
 - a. All permit applications, reports required by the permit, or information requested by the Department shall be signed and certified. (See 40 CFR 122.22 and 10 CSR 20-6.010)
 - b. The Federal Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than six (6) months per violation, or by both.
 - c. The Missouri Clean Water Law provides that any person who knowingly makes any false statement, representation or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to sections 644.006 to 644.141 shall, upon conviction, be punished by a fine of not more than ten thousand dollars, or by imprisonment for not more than six months, or by both.

Missouri Department of Natural Resources
Fact Sheet
MO-RA00000

The Federal Water Pollution Control Act [Clean Water Act (CWA)] Section 402 of Public Law 92-500 (as amended) established the National Pollution Discharge Elimination System (NPDES) permit program. This program regulates the discharge of pollutants from point sources into the waters of the United States, and the release of stormwater from certain point sources. All such discharges are unlawful without a permit (Section 301 of the CWA). After a permit is obtained, a discharge not in compliance with all permit terms and conditions is unlawful. Missouri State Operating Permits (permit) are issued by the Missouri Department of Natural Resources (department) under an approved program, operated in accordance with federal and state laws (Federal CWA and Missouri Clean Water Law Section 644 as amended). Permits are issued for a period of five (5) years unless otherwise specified.

Per 40 CFR 124.56, 40 CFR124.8, and 10 CSR 20-6.020(1)(A)2., a Fact Sheet shall be prepared to give pertinent information regarding the applicable regulations, rationale for the development of effluent limitations and conditions, and the public participation process for the permit. A Fact Sheet is not an enforceable part of an MSOP.

This Fact Sheet is for a:

- Major
- Minor
- Industrial Facility
- Variance
- Master General Permit
- Permit with widespread public interest

Definitions

Common Promotional Plan: A plan undertaken by one (1) or more persons, to offer lots for sale or lease; where land is offered for sale by a person or group of persons acting in concert, and the land is contiguous or is known, designated or advertised as a common unit or by a common name or similar names, the land is presumed, without regard to the number of lots covered by each individual offering, as being offered for sale or lease as part of a common promotional plan.

Immediately: For the purposes of this permit, immediately should be defined as within 24 hours.

Infeasible: Infeasible means not technologically possible, or not economically practicable and achievable in light of best industry practices.

Larger Common Plan of Development or sale: A contiguous area where multiple separate and distinct construction activities are occurring under one plan.

Ordinary High Water Mark: The line on the shore established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation and/or the presence of litter and debris.

Peripheral: For the purposes of this permit, peripheral should be defined as the outermost boundary of the area that will be disturbed.

Permanently: For the purposes of this permit, permanently should be defined as any activity that has been ceased without any intentions of future disturbance.

Waters of the state: Section 644.016.1(27) RSMo. defines waters of the state as, "All waters within the jurisdiction of this state, including all rivers, streams, lakes and other bodies of surface and subsurface water lying within or forming a part of the boundaries of the state which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or by two or more persons jointly or as tenants in common."

Part I – Facility Information

Facility Type: Industrial Stormwater
Facility Description: Construction or land disturbance activity (e.g., clearing, grubbing, excavating, grading, filling, and other activities that result in the destruction of the root zone and/or land disturbance activity that is reasonably certain to cause pollution to waters of the state).

This permit establishes a SWPPP requirement to minimize pollutants of concern from this type of facility or for all facilities covered under this permit. 10 CSR 20-6.200(6)(A)7. specifies that "general permits shall contain BMP requirements and/or monitoring and reporting requirements to keep the stormwater from becoming contaminated." Local conditions are not considered when developing conditions for a general permit. A facility may apply for a site-specific permit if they desire a review of site-specific conditions.

While drafting this permit for renewal, the department hosted four public meetings held on January 27, February 24, April 18, and May 19, 2016, which allowed stakeholders to voice concerns about conditions within the permit and submit comments during the period of initial stakeholder involvement. These concerns were taken into consideration when drafting the permit. In addition to these meetings, the department also held an informal review period for stakeholders to review the draft prior to the 30 day public comment period.

Part II – Receiving Stream Information

APPLICABLE DESIGNATIONS OF WATERS OF THE STATE:

Per Missouri Effluent Regulations (10 CSR 20-7.015), the waters of the state are divided into seven (7) categories. This permit applies to facilities discharging to the following water body categories:

Please mark all appropriate designated waters of the state categories of the receiving stream.

- Missouri or Mississippi River [10 CSR 20-7.015(2)]
- Lakes or Reservoirs [10 CSR 20-7.015(3)]
- Losing Streams [10 CSR 20-7.015(4)]
- Metropolitan No-Discharge Streams [10 CSR 20-7.015(5)]
- Special Streams [10 CSR 20-7.015(6)]
- Subsurface Waters [10 CSR 20-7.015(7)]
- All Other Waters [10 CSR 20-7.015(8)]

Missouri Water Quality Standards (10 CSR 20-7.031) defines the Clean Water Commission water quality objectives in terms of "water uses to be maintained and the criteria to protect those uses." The receiving stream and/or 1st classified receiving stream's beneficial water uses shall be maintained in accordance with 10 CSR 20-7.031(4). The BMP requirement established by this permit are intended to be protective of all streams that fall within the categories of receiving water bodies indicated above. A general permit does not take into consideration site-specific conditions.

Part III – Applicability

Condition number 8 was expanded to include a more comprehensive list of state and federal requirements that must be taken into consideration.

If the proposed project encounters and will potentially affect a species of concern, please report it to the Missouri Department of Conservation and the United States Fish and Wildlife Service. For more information about requirements of the Endangered Species Act, please visit the following links:

1. To determine the potential for species of concern within or near a project, please visit the United States Fish and Wildlife Services' "Information, Planning and Conservation" website at <http://ecos.fws.gov/ipac/>.
2. If there are listed species in the county or township, check to see if critical habitat has been designated and if that area overlaps or is near the project area. Critical habitat designations and associated requirements may also be found at 50 CFR Parts 17 and 226. For additional information, use the map view tool at <http://criticalhabitat.fws.gov/crithab/> to find data specific to your state and county.

The Missouri Department of Conservation's internet site for the Natural Heritage Review may be very helpful and can be found at the following link,
<http://mdcgis.mdc.mo.gov/heritage/newheritage/heritage.htm>.

Part IV – Exemptions

Condition Number 2 was added to cite all state exemptions from permitting requirements, combining several previous cited exemptions into one condition and reference. This includes an exemption for linear construction where the entire disturbance, including clearing of land to access the linear disturbance, is less than two feet in width.

Condition Number 3 was added to cite federal regulations that exclude land disturbance projects as related to the installation or maintenance work for oil and gas related activities.

Part V – Rationale of Technology Based Limitations & Permit Conditions

303(d) LIST & TOTAL MAXIMUM DAILY LOAD (TMDL):

Section 303(d) of the Federal CWA requires that each state identify waters that are not meeting Water Quality Standards and for which adequate water pollution controls have not been required. Water Quality Standards protect such beneficial uses of water as whole body contact, maintaining fish and other aquatic life, and providing drinking water for people, livestock, and wildlife. The 303(d) list helps state and federal agencies keep track of waters that are impaired but not addressed by normal water pollution control programs.

ANTI-BACKSLIDING:

A provision in the Federal Regulations [CWA Section 303(d) (4); CWA Section 402(c); 40 CFR Part 122.44(I)] that requires a reissued permit to be as stringent as the previous permit with some exceptions.

- Applicable: Backsliding proposed in this permit conforms to the anti-backsliding provisions of Section 402(o) of the CWA and 40 CFR 122.44. The department has determined that technical mistakes were made in the previous permit [CWA 402(o)(2)(B)(ii)]. The Settleable Solids limitation was removed since has been determined to not be adequate in protecting water quality in all areas of the state. Increased technology based best management practices will protect water quality at a similar if not more protective level.

ANTIDegradation:

Antidegradation policies ensure protection of water quality for a particular water body on a pollutant by pollutant basis to ensure Water Quality Standards are maintained to support beneficial uses such as fish and wildlife propagation and recreation on and in the water. This also includes special protection of waters designated as an Outstanding National Resource Water or Outstanding State Resource Water [10 CSR 20-7.031(3) (C)]. Antidegradation policies are adopted to minimize adverse effects on water. The department has determined that the best avenue forward for implementing the Antidegradation requirements into general permits is by requiring the appropriate development and maintenance of a SWPPP. The SWPPP must identify all Best Management Practices (BMPs) that are reasonable and effective, taking into account environmental impacts and costs. This analysis must document why no discharge or no exposure options are not feasible at the facility. This selection and documentation of appropriate control measures will then serve as the analysis of alternatives and fulfill the requirements of the Antidegradation Rule and Implementation Procedure 10 CSR 20-7.031(3) and 10 CSR 20-7.015(9)(A)5.

Any facility seeking coverage under this permit, which undergoes expansion or discharges a new pollutant of concern, must update their SWPPP and select new BMPs that are reasonable and cost effective. New facilities seeking coverage under this permit are required to develop a SWPPP that includes this analysis and documentation of appropriate BMPs. Renewal of coverage for a facility requires a review of the SWPPP to assure that the selected BMPs continue to be appropriate.

- Applicable: The main pollutant of concern in this permit is sediment. Compliance with the technology based limitations established in this permit for the protection of General Criteria, along with the evaluation and implementation of BMPs as documented in the SWPPP, meets the requirements of Missouri's Antidegradation Review [10 CSR 20-7.031(3), 10 CSR 20-7.031 Table A, and 10 CSR 20-7.015(9)(A)5].

STORMWATER POLLUTION PREVENTION PLAN (SWPPP):

In accordance with 40 CFR 122.44(3)(k) Best Management Practices (BMPs), BMPs are implemented to control or abate the discharge of pollutants when: (1) Authorized under Section 304(e) of the CWA for the control of toxic pollutants and hazardous substances from ancillary industrial activities; (2) Authorized under Section 402(p) of the CWA for the control of stormwater discharges; (3) Numeric effluent limitations are infeasible; or (4) The practices are reasonably necessary to achieve effluent limitations and standards or to carry out the purposes and intent of the CWA.

In accordance with Developing Your Stormwater Pollution Prevention Plan, a Guide for Construction Sites (EPA 833-R-06-004; https://www3.epa.gov/npdes/pubs/sw_swppp_guide.pdf) published by the United States Environmental Protection Agency (EPA) in May 2007, BMPs are measures or practices used to reduce the amount of pollution entering waters of the state. BMPs may take the form of a process, activity, or physical structure. EPA developed resources and tools related to construction stormwater along with the BMPs to control and minimize stormwater (<https://www.epa.gov/npdes/stormwater-discharges-construction-activities#resources>). Along with EPA's resources and tools, the International Stormwater BMP database (www.bmpdatabase.org/index.htm) may provide guidance on BMPs appropriate for specific industries.

Additionally in accordance with Stormwater Management, a SWPPP is a series of steps and activities to (1) identify sources of pollution or contamination, and (2) select and carry out actions which prevent or control the pollution of stormwater discharges.

- Applicable: A SWPPP shall be developed and implemented for each site and shall incorporate required practices identified by the department with jurisdiction, incorporate erosion control practices specific to site conditions, and provide for maintenance and adherence to the plan.

The new permit has been revised to allow permittees to store SWPPP documents electronically as long as they can be provided in an expedient manner.

WATER QUALITY STANDARDS:

Per 10 CSR 20-7.031(4), General Criteria shall be applicable to all waters of the state at all times, including mixing zones. Additionally, 40 CFR 122.44(d)(1) directs the department to include in each NPDES permit conditions to achieve water quality established under Section 303 of the CWA, including state narrative criteria for water quality.

General Criteria. The following water quality criteria shall be applicable to all waters of the state at all times. No water contaminant, by itself or in combination with other substances, shall prevent the waters of the state from meeting the following conditions:

- (1) Waters shall be free from substances in sufficient amounts to cause the formation of putrescent, unsightly or harmful bottom deposits, or prevent full maintenance of beneficial uses;
- (2) Waters shall be free from oil, scum, and floating debris in sufficient amounts to be unsightly or prevent full maintenance of beneficial uses;
- (3) Waters shall be free from substances in sufficient amounts to cause unsightly color or turbidity, offensive odor, or prevent full maintenance of beneficial uses;
- (4) Waters shall be free from substances or conditions in sufficient amounts to result in toxicity to human, animal, or aquatic life;
- (5) There shall be no significant human health hazard from incidental contact with the water;
- (6) There shall be no acute toxicity to livestock or wildlife watering;
- (7) Waters shall be free from physical, chemical, or hydrologic changes that would impair the natural biological community;
- (8) Waters shall be free from used tires, car bodies, appliances, demolition debris, used vehicles or equipment, and solid waste as defined in Missouri Solid Waste Law, Section 260.200, RSMo, except as the use of such materials is specifically permitted pursuant to Section 260.200-260.247, RSMo.

The settleable solids requirement was removed from this permit and was replaced with additional, more specific, BMP requirements. The settleable solids limit was determined not to be protective of all waters across the state, therefore, it was removed.

Additional BMPs added to the permit will provide for more consistency across the state. Examples of these BMPs include requirements to:

- Install and maintain perimeter controls along areas of the site that will receive pollutant discharges;
- Minimize sediment trackout from the site;
- Capture or treat runoff up to and including a 2-year, 24-hour storm event; and
- Direct stormwater to vegetated areas.

The minimum buffer width was increased from 25 feet to 50 feet. Studies have shown that a 50 foot vegetative buffer more adequately treats sediment from stormwater discharges. This appears to be standard in EPA's permit as well as in many other states.

In order to design controls that match the sediment removal efficiency of a 50-foot buffer, first you must know what this efficiency is for your site. The sediment removal efficiencies of natural buffers vary according to a number of site-specific factors, including precipitation, soil type, land cover, slope length, width, steepness, and the types of sediment controls used to reduce the discharge of sediment prior to the buffer.

Sediment removal efficiencies are based on the U.S. Department of Agriculture's RUSLE2 (Revised Universal Soil Loss Equation 2) model for slope profiles using a 100-foot long exposed slopes.

Sediment removal is defined as the annual sediment delivered at the downstream end of the 50-foot natural buffer (tons/yr/acre) divided by the annual yield from cleared area (tons/yr/acre).

Sediment removal is in part a function of (1) a perimeter control (i.e., silt fence) located between the disturbed portion of the site and the upland edge of the natural buffer and (2) stormwater flows traveling through a 50-foot buffer of undisturbed natural vegetation.

Additional guidance may be found at https://www.epa.gov/sites/production/files/2015-10/documents/cgp2012_appendixg.pdf.

Inspection frequencies: Site inspection frequencies have been changed from the previous permit based upon guidance from the US EPA and from stakeholder discussions. These frequencies will allow flexibility but will still allow for frequent enough inspections to ensure that all BMPs are adequately functioning.

Part VI – Effluent Limitations Determination

In this general permit, Technology-Based Effluent Limitations are established through the SWPPP and BMP requirements. Effective BMPs may have to be designed on a site-specific basis. The concurrent implementation of monitoring and benchmarks provides a tool for each facility to evaluate the effectiveness of BMPs to ensure protection of water quality.

Part VII – Land Purchase and Change of Ownership

A “larger common plan of development or sale” is a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan. This term is used in conjunction with common promotional plan, as defined in §644, RSMo.

Any portion of a project that is sold to a developer is still considered part of a larger common plan of development or sale and will require a permit.

If a portion of a site is sold to an individual for the purpose of building his or her private residence:

- A permit is required if the portion of land sold is equal to or greater than one acre.
- A permit is not required if the portion of land sold is less than one acre.

Part VIII – Termination

The word ‘plant density’ was removed from the first paragraph since the department determined that percent of vegetative cover more accurately describes the vegetative requirements of this permit. This decision was made after discussion within the department and with stakeholders.

It is preferable that temporary BMPs such as sediment fence be removed prior to permit termination to eliminate potential solid waste issues that may occur as a result of unnecessary and unmaintained BMPs.

Part IX – Duty to Reapply

This section has been revised to reflect the current applicable statutes which require applicants to submit an application for coverage electronically as soon as they are made available by the director. The determination was made that facilities do not need to submit an application 30 days prior to expiration because this permit does not administratively continue. Additionally, due to limitations within the electronic system currently used to issue permits, the department will use its discretion to allow existing permit holders a period of 60 days to reapply after the new version of the permit is effective. The department will announce the availability status of the new permit and the process to reapply at least 30 days prior to the expiration of the existing permit.

Part X – Standard Conditions

This section was revised to only include the specific standard conditions that apply to this permit. All other conditions have been removed.

Part XI – Administrative Requirements

On the basis of preliminary staff review and applicable standards and regulations, the department, as administrative agent for the Missouri Clean Water Commission, proposes to issue a permit(s) subject to certain effluent limitations, schedules, and special conditions contained herein and within the permit. The proposed determinations are tentative pending public comment.

PUBLIC NOTICE:

The department shall give public notice that a draft permit has been prepared and its issuance is pending. Additionally, public notice will be issued if a public hearing is to be held because of a significant degree of interest or because of water quality concerns related to a draft permit. No public notice is required when a request for a permit modification or termination is denied; however, the requester and facility must be notified of the denial in writing.

The department must give public notice of a pending permit or of a new or reissued Missouri State Operating Permit. The public comment period is a length of time not less than thirty (30) days following the date of the public notice, during which interested persons may submit written comments about the proposed permit.

For persons wanting to submit comments regarding this proposed permit, please refer to the Public Notice page located at the front of this draft permit. The Public Notice page gives direction on how and where to submit appropriate comments.

- The Public Notice period seeking comments on this permit occurred from September 2, 2016 to October 3, 2016.

DATE OF FACT SHEET: 8/23/2016; REVISED 11/30/2016

COMPLETED BY:

CHRISTOPHER MILLER
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WATER PROTECTION PROGRAM
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MoDNR Geographic Information System Editor





Missouri
Department of
Natural Resources

STORMWATER DISCHARGES
FROM THIS LAND DISTURBANCE
SITE ARE AUTHORIZED BY THE
MISSOURI STATE OPERATING
PERMIT NUMBER:

ANYONE WITH QUESTIONS OR
CONCERNS ABOUT
STORMWATER DISCHARGES
FROM THIS SITE, PLEASE
CONTACT THE MISSOURI
DEPARTMENT OF NATURAL
RESOURCES AT

1-800-361-4827



MISSOURI DEPARTMENT OF NATURAL RESOURCES

REGIONAL AND SATELLITE OFFICES

Kansas City Area

- **Kansas City Regional Office**
500 NE Colbern Rd.
Lee's Summit, MO 64086-4710
816-251-0700
FAX: 816-622-7044
- **Northwest Missouri Satellite Office**
Northwest Missouri State University
Environmental Services Building,
800 University Dr.
Maryville, MO 64468-6015
660-562-1876 or 660-562-1877
FAX: 660-562-1878
- **Truman Lake Satellite Office**
Harry S Truman State Park
28761 State Park Road West
Warsaw, MO 65355
660-438-3039
FAX: 660-438-5271

Southwest Area

- **Southwest Regional Office**
2040 W. Woodland
Springfield, MO 65807-5912
417-891-4300
FAX: 417-891-4399
- **Lake of the Ozarks Satellite Office**
Lake of the Ozarks Satellite Office
5570 Osage Beach Parkway
Osage Beach, MO 65065
573-348-2442
FAX: 573-348-2568
- **Newton County Satellite Office**
Crowder College
601 Laclede, Smith Hall, Room 201
Neosho, MO 64850
417-455-5180 or 417-455-5158
FAX: 417-455-5157

Northeast Area

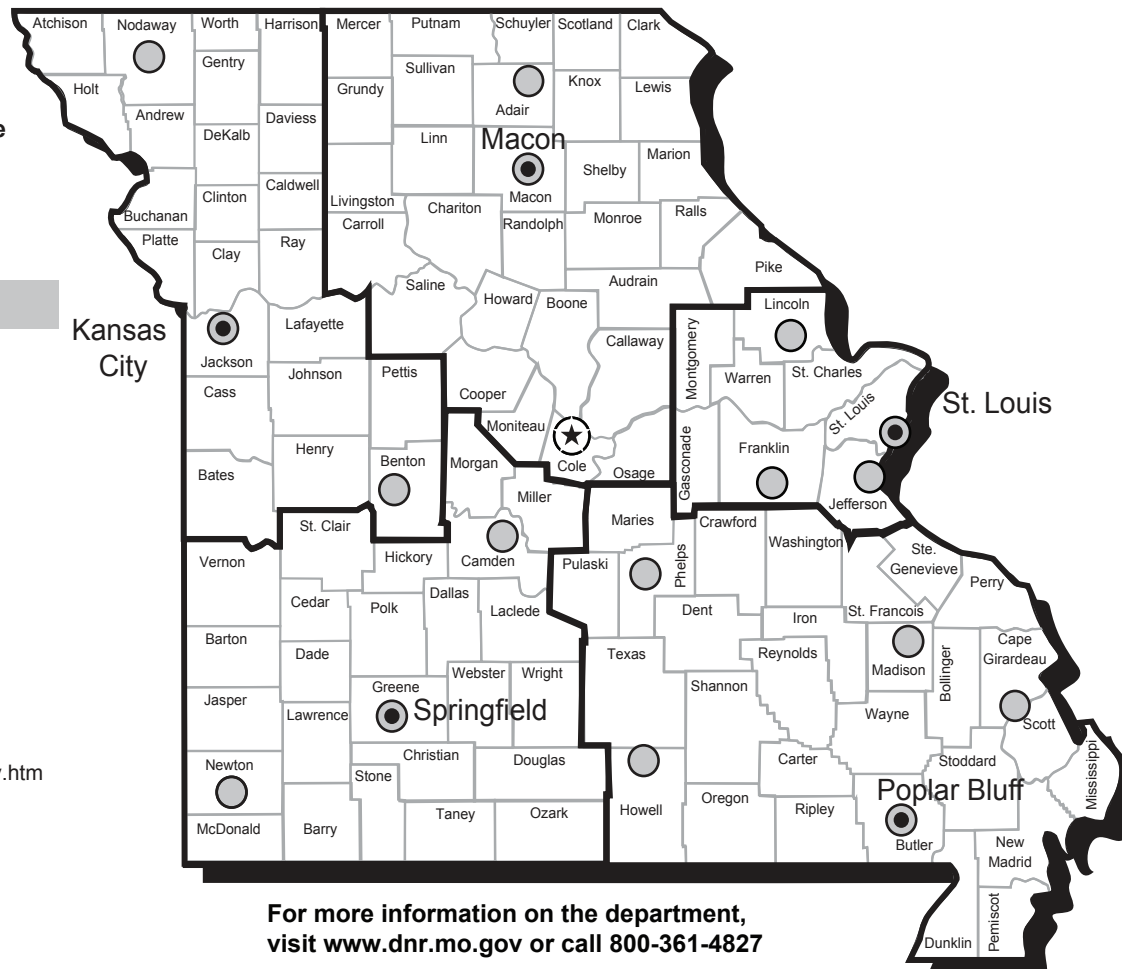
- **Northeast Regional Office**
1709 Prospect Drive
Macon, MO 63552-2602
660-385-8000
FAX: 660-385-8090
- **Kirksville Satellite Office**
Truman State University
Magruder Hall, Room 3068
100 E. Normal St.
Kirksville, MO 63501
660-785-4610
- ★ **Department Central Offices**
P.O. Box 176
Jefferson City, MO 65102-0176
573-751-3443
www.dnr.mo.gov/shared/map-jeffcity.htm

St. Louis Area

- **St. Louis Regional Office**
7545 S. Lindbergh, Ste 210
St. Louis, MO 63125
314-416-2960
FAX: 314-416-2970
- **Franklin County Satellite Office**
Meramec State Park
Hwy. 185 S./115 Meramec Park Drive
Sullivan, MO 63080
573-860-4308
FAX: 573-468-5051
- **Jefferson County Satellite Office**
Eastern District Parks Office
2901 Hwy. 61
Festus, MO 63028
636-931-5200
FAX: 636-931-5204
- **Lincoln County Satellite Office**
Cuivre River State Park
678 State Rt. 147
Troy, MO 63379
636-528-4779
FAX: 636-528-8362

Southeast Area

- **Southeast Regional Office**
2155 North Westwood Blvd.
Poplar Bluff, MO 63901
573-840-9750
FAX: 573-840-9754
- **Cape Girardeau County Satellite Office**
2007 Southern Expressway
Cape Girardeau, MO 63701
573-651-3008 (phone and FAX)
- **Howell County Satellite Office**
700 W. Main St.
Willow Springs, MO 65793
417-469-0025 (phone and FAX)
- **Madison County Satellite Office**
120 W. Main St.
Fredericktown, MO 63645
573-783-2385
FAX: 573-783-6294
- **Rolla Satellite Office**
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Rolla, MO 65402
573-368-3625
FAX: 573-368-3912



For more information on the department,
visit www.dnr.mo.gov or call 800-361-4827

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A6 General Works
UPDATED FOR ADDENDUM NO. 1

The Construction Manager (CM) referred to below is Navigate Building Solutions, LLC. The Owner referred to below is Franklin County. The Contractor referred to below is the General Works Contractor. The Other Prime Contractors referred to below are the MEP/FP and DEC Contractors engaged by Owner to perform those bid Package scopes of work. This bid package includes, but is not limited to, the following:

All work outlined by the project documents (plans and specifications) issued by FGM Architects dated March 29, 2019 and specifications: Division 00 all Sections; Division 01 all Sections; Divisions 02 through 10 all sections, including 078413 for this scope of work, Section 115213, Balance of Division 11 as called out in Alternates, Divisions 12 and 13 all sections, Divisions 31 through 33 all Sections. Divisions 21 – 28 and Detention and Security Package, BP-2019-A3 are included for reference and coordination with the work with Bid Package 2019-A6 General Works.

1. Contractor is aware of the potential for Liquidated Damages. Contractor shall be responsible to maintain scheduled items for the Contractor's work as included in the project master schedule below. Contractor shall reference AIA 101 and AIA 201 contract drafts provided in the bid documents. Contractor agrees to pay the Owner, or to deduct from the Contract Sum, not as a penalty, but as liquidated damages, the amounts listed in the contract drafts provided.
2. The draft AIA 101 and AIA 201 have been modified from their original versions. Contractor shall read and agree to these documents as part of the bid process.
3. Contractor is required to provide detailed work schedule (short term schedule) on a weekly basis. Contractor's detailed work schedule shall adhere to the master project schedule. Contractor shall meet the requirements of the master project schedule. Should the Contractor fall behind the master project schedule by more than 5 work days due to the fault of this Contractor, the Contractor shall provide a recovery schedule to the Construction Manager within 5 days of request by the Construction Manager.
4. Provide all supervision, labor, tools, equipment and materials to complete the work.
5. Perform all unloading, loading, distribution and hoisting of materials.
6. Furnish, install, maintain and remove temporary on-site trailers and storage containers as required to perform the work. This Contractor shall provide a separate office trailer equal to a Wilscott M03610, printer (Brother model - MFC-J5330DW), desk, chair and WIFI for the CM to use during construction. This Contractor shall also provide in the CM's jobsite trailer a conference table and eight chairs for contractor weekly meetings, bi-weekly Owner meetings, and other meetings as needed.
7. Perform all work in accordance with OSHA standards and any Additional Project Safety Requirements issued in the specifications (including OSHA 10-hour requirement). This Contractor is responsible for OSHA required safety railings (installation, maintenance and removal) including appropriate OSHA approved system for roof edge protection for all trades.
8. The Owner will furnish a land disturbance permit. This Contractor (or its subcontractors) is responsible for all other permits, tap/connection fees required by utility companies, state, county, local, regional, and federal authorities and agencies associated with this scope of work.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A6 General Works
UPDATED FOR ADDENDUM NO. 1

9. This Contractor is responsible for electric utility connection charges for temporary power.
10. Coordinate all work with the Construction Manager's representative and other Prime Contractors.
11. This Contractor shall provide all surveying and layout required to complete the work included in this Contractor's scope of work.
12. This Contractor shall provide benchmarks and control lines for use by all Contractors.
13. Review all drawings and specifications and accept responsibility for requirements, general notes, notes, specifications, and details as they relate to this scope of work.
14. This Contractor will install, maintain, and remove all SWPPP scope of work. Contractor will provide all SWPPP reports per MDNR standards.
15. This Contractor is responsible for locating all public and private utilities.
16. Provide street cleaning to remove dirt, mud, and debris generated by the project site as needed to maintain a clean surface at existing drives, parking lots and public roads.
17. Provide adequate dust control during construction work, including misting during demo and earthwork operations.
18. Provide barricades, signage, flagging and flagman for traffic control and public safety during the execution of the work.
19. Protect adjacent properties and utilities as required during the execution of this work. Provide shoring or underpinning as required for safe excavations to meet OSHA requirements and to protect adjacent streets, sidewalks, utilities and existing structure(s). If this requires engineered shoring systems, this Contractor will provide as needed for this scope of work.
20. This Contractor shall furnish all dumpsters for the entire project and shall include cost to haul offsite and legally dispose of all construction rubbish and debris. Cleanup all rubbish and debris from site and building daily.
21. Onsite meetings will be held with the Construction Manager, Detention Equipment Contractor, General Works Contractor, Fire Protection Contractor, Plumbing Contractor, HVAC Contractor and Electrical Contractor to coordinate installation of all systems in the building. The work of this Contractor must be performed in accordance with the decisions and schedules formulated at these meetings so as not to delay the work of the other Contractors.
22. This Contractor shall provide a heavy construction cleaning prior to punch list creation so all surfaces can be observed by the design team. Provide final cleaning of all buildings and site prior to occupancy.
23. This Contractor will be responsible to review all specifications and drawings including Architectural, Civil, Mechanical, Plumbing, Electrical, Fire Protection, Low Voltage, Structural, Detention and Security, etc.
24. Contractor will provide ice, cups and distribute drinking water as needed for this scope of work.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A6 General Works
UPDATED FOR ADDENDUM NO. 1

25. The Owner, Architect, and CM will be very stringent on the quality of exposed concrete floors during punch list. It is ultimately in this Contractor's scope of work to protect all finish products through education, signage, and temporary protection. Proper concrete protection from staining must be observed and will be enforced. Steel must not be placed on slab to avoid staining. Diaper hydraulic powered equipment to avoid oil and gasoline staining. Pipe cutting machines shall not be used on the concrete slabs where the clear sealers are scheduled. Any rubber tired traffic shall be kept at a minimum and shall be protected with drop cloths.
26. No lignite to be allowed in any interior flatwork concrete.
27. Contractor to furnish first aid and safety supplies as needed for this scope of work.
28. Contractor is solely responsible for site/project safety for this scope of work.
29. Contractor to maintain Site Specific Safety Plan which shall be completed and kept in their job trailer at all times.
30. Contractor to grout fill frames per architectural details and notes.
31. Provide code compliant seismic support and bracing as required for installation of acoustical ceiling systems per contract documents.
32. Provide Fire-Stop Systems as required for the installation of this scope of work. Fire-Stop Systems for floor and wall penetrations of all Detention Contractor, Mechanical, Plumbing, Electric and Fire Protection Systems to be by those Contractors.
33. Provide stenciling of rated walls per contract documents.
34. Include cost to furnish and install toilet accessories as indicated.
35. Include wall blocking as needed for ALL toilet accessories, TV's, etc. regardless of OFCI, OFOI, or CFCI status.
36. Contractor will provide temporary construction toilets for the project for all Contractors, visitors, etc.
37. Contractor to provide and maintain weather protection for material and work as required by the project schedule. Contractor to also provide any cold or hot weather measures for weather sensitive materials like concrete, masonry, roofing materials, air/vapor barrier, etc.
38. This Contractor is responsible for securing the building once it is reasonably possible to do with temporary or permanent measures at the close of every day. Any temporary openings in existing walls are to be secured at the end of the work day.
39. This Contractor to supply and install temporary site fence/gates at the entrance to the site. Temporary rock parking is required for visitors to the site, temporary construction parking, staging, and laydown areas. Coordination of all staging/trailer placement/access to be coordinated and approved by the Construction Manager. See site logistics plan in bid documents. Existing fencing and razor wire along with additional fencing and razor wire, if necessary, to be installed per documents, see civil and site logistics plan for general locations.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A6 General Works
UPDATED FOR ADDENDUM NO. 1

40. Contractor will be required to install and maintain a construction entrance and road(s).
41. Contractor is responsible for any coordination of staging or relocation for materials for this scope of work after initial unloading.
42. Contractor to coordinate all deliveries of materials with Construction Manager's personnel.
43. This Contractor to cleanup all rubbish and debris from site and building on a daily basis. This includes off-site disposal of all rubbish and debris along with excess spoils, unsuitable materials, excess materials such as concrete, sand and masonry materials. Trucks or dumpsters to haul off material by this Contractor.
44. As-built Surveys will be required by this Contractor at the Completion of the Project, including for Site Utilities, rain gardens, detention basins, etc. to submit to Utility company or City/County for final approval.
45. Materials testing shall be performed by Owner's consultant and paid for by Owner. Contractor will assist and coordinate/schedule with the agency to perform onsite testing work as needed/required by the documents. If the agency must re-test or re-inspect for failed tests/inspections or if the Contractor fails to notify the testing agency of a cancelled test/inspection, this Contractor shall compensate the Owner for such tests.
46. Include ALL caulking and sealants for all systems and materials furnished and installed by all Contractors including detention sealants. This includes but not limited to caulking of security glazing at borrow lights and doors and at bottom of each cell module and the module floor.
47. Pre-engineered steel detention modules will require specified floor coating within the cells on slab on grade
48. Include installation and grouting of hollow metal door and window frames furnished by DEC bid package.
49. Doors to steel cell modules will require painting inside and outside of cells by this Contractor.
50. Plywood on walls at new server rooms by this Contractor. Also, leveling RTU curbs is responsibility of this Contractor.
51. No tobacco use is allowed on the project.
52. Contractor must not burn in the concrete at the carpet tile, vinyl, or other resilient flooring locations. Contractor to ensure floors are kept dry and clean so that the concrete can dry in order to accept adhesive for flooring products. Include moisture mitigation as required by the specifications.
53. This Contractor to supply and install all site storm piping and downspout connections. Contractor to coordinate site, plumbing, and architectural drawings.
54. This Contractor to supply and install all site utilities indicated as new on the project documents. This Contractor is responsible for all meter costs as a part of the project.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A6 General Works
UPDATED FOR ADDENDUM NO. 1

55. Full-time onsite superintendent is required when any of this Contractor's labor or this Contractor's subcontractor's labor is onsite.
56. Provide a mockup per documents of the building envelope materials and construction techniques. The mockup should reflect the project document details and be installed exactly as indicated on the drawings. The purpose of the mockup is to not only review and achieve an approval of the materials, but also to ensure the transition of the materials results in a good water tight condition. Contractor to follow the mockup guidelines outlined in the project documents. If the Contractor questions a detail provided, it should be submitted as an RFI and discussed with the project team prior to the construction of the mockup.
57. This Contractor shall produce a submittal log at the beginning of the project that is populated with all of the required submittals for this scope of work and assign due dates for submission to the Architect and due dates for return from the Architect. This log must be submitted to the CM and Architect for review on a weekly basis.
58. This Contractor shall maintain an RFI log for this scope of work. This log must be submitted to the CM and Architect for review on a weekly basis. Log to include:
- a. Contractor RFI number
 - b. Topic of RFI
 - c. Date submitted
 - d. Date requested response by
 - e. Date returned
 - f. Status- Open or Closed
59. Immediately upon award, this Contractor shall submit any proposed revisions to site logistics plan for review. The Owner, CM, Contractor, and Architect will meet to review and discuss site logistics and finalize an agreed upon plan of action for construction parking, office/storage containers, temporary toilets, temporary site fence, etc.
60. This Contractor must prepare and make available upon request, a procurement log for this scope of work for all long lead materials and equipment. Procurement log must include date of order, date of confirmation of order, expected delivery date, actual delivery date, and comments noting any changes to dates and reasons for change.
61. This Contractor shall organize and arrange for pre-installation meetings for this scope of work for all major scopes of work with the subcontractors and manufacturers prior to commencement of those activities and invite the Owner, Architect, and CM to all pre-installation meetings. This contractor shall keep minutes of those meetings and forward to the CM and Architect for review.
62. This Contractor will be responsible for submitting daily logs containing the number of workers, equipment, work accomplished, daily weather, deliveries, visitors to the site, any inspections passed or failed, problems encountered, and other relevant data as may be required for this scope of work. These reports must be submitted to the CM daily.
63. CM must be contacted prior to cover-up of all rough-in so that photographs can be taken for Owner's record, if desired.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A6 General Works
UPDATED FOR ADDENDUM NO. 1

64. This Contractor shall arrange, schedule, organize and video tape as it pertains to this scope of work all equipment start-ups and Owner Training sessions per contract documents.
65. This Contractor must populate a closeout log and submit to the CM and Architect for review to verify that all required items have been populated. Once approved, this log will be used to track required closeout items prior to final payment. This contractor is highly encouraged to submit O&M requirements as soon as possible in advance of final acceptance to help eliminate delay in payment.
66. If this contractor chooses to backfill foundation walls prior to that time which is approved/allowed by the structural engineer, this Contractor is responsible for designing, installing, rental (and eventual removal) of all temporary shoring of foundation walls prior to backfill.
67. This Contractor is responsible for any temporary heating/cooling, humidifying/dehumidifying as needed to maintain the project schedule and as needed prior to starting the permanent HVAC equipment. Use of the new HVAC system will not be allowed during construction.
68. This Contractor shall be responsible for the cost of temporary utilities during the course of construction including but not limited to: gas, electric, sewer, water. If there is only single phase electric available from the local electric utility for temporary electric, any other needs will require the use of a temporary generator at the Contractor's cost.
69. This Contractor will compile for the Owner a 'record set' of all documents and drawings, as it pertains to this scope of work, for the project at substantial completion. This shall be 'red-lined' copies of all project changes throughout the course of the project to identify all systems as they were actually installed on the project for the Owner's records. These must be electronically recorded and submitted to the Owner in pdf format on a 'thumb drive'.
70. Contractor is required to hold their alternate pricing that was included in the bid form for 3 months after the bid date. Contractor will notify Owner Representative when decisions need to be made regarding the acceptance of bid alternates in order to maintain deliveries, installation, and the master project schedule.
71. Construction work shall only be allowed during the following hours: 7AM – 4PM (Monday through Friday). Any time outside these hours needs to be pre-approved by the CM/Owner.
72. Stabilization measures must be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
73. During the warranty period of the project, this Contractor shall document, maintain and update a Warranty Log of all warranty items, weekly, to be shared with the Client and CM.
74. Builder's Risk to be carried by the Owner.
75. Contractor is required to maintain access to the work as needed to maintain schedule. Schedule delays will not be accepted for wet/poor site conditions after weather events.
76. This contractor shall include in the base bid price a coordination allowance of \$200,000. Allowance shall include all overhead, profit, and fees. Any savings to this allowance shall also include the

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A6 General Works
UPDATED FOR ADDENDUM NO. 1

associated overhead, profit, and fees. This allowance may only be used at the sole discretion of the CM. Allowance amount to be entered on Bid Form.

77. This Contractor to install non-security ceiling access panels provided by other Contractors.
78. Include housekeeping pads.
79. During demolition, remove items shown to be demolished that are universal waste (including closers shown to be removed) and deliver to a spot in the existing building designated by CM. See Phase II Environmental Site Assessment Report.
80. Include one mobilization for hydro-excavation/locates of existing domestic and fire lines.
81. Owner access to building on northeast corner of site to be maintained via temporary rocked road or permanent asphalt road at contractor's discretion. Access to overhead doors on south side of building will not be able to be maintained during retaining wall/water line and asphalt replacement. The duration of this disruption to be minimized.
82. Background checks for workers including office staff that visit site regularly will be required. Vendor delivery drivers will not be required to have background checks. List of employees who have passed the background check for prime Contractors and their subcontractors to be provided to CM before starting work. Background checks to consist of Name Search available from Missouri State Highway Patrol. Search can be requested and paid for by using following website: www.machs.mo.gov. Results provided to CM of background checks will only consist of a list of workers that passed. Workers with felony convictions for violent crimes or who are on the sex offender list will be deemed to have not passed the background check and are not allowed on the construction site.
83. This Contractor shall provide sufficient access for DEC to be able to transport the Steel Cell modules to their final locations. This shall include leaving out masonry on south elevation of approximately 20' to allow cells to enter building. Also, the day room walls shall be left out sufficiently to allow cells to be moved into their final locations. Masonry at slab shall be bridged via sufficient method to allow cells to pass over masonry at finish floor level. Rebar for this masonry to be drilled and epoxied in place per details at area left out down to slab. This Contractor is NOT responsible for a mud slab at exterior of building for DEC to join cells together.
84. This Contractor is responsible to hire roofing contractor that can maintain warranty of existing roof for any new roof penetrations needed to perform this scope of work at existing roof.
85. This Contractor to be responsible for encapsulating the lead paint at the existing loading dock LBP on Lift Platform and frame per the Phase II Environmental Site Assessment issued by Sitex Environmental, Inc. dated February 19, 2019.
86. Contractor shall plan for minimum three (3) asphalt mobilizations.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A6 General Works
UPDATED FOR ADDENDUM NO. 1

87. Contractor to coordinate with Electrical Contractor for temporary electric to construction trailers.
88. This Contractor to provide, install and eventual disposal, plywood or acceptable substitute on exterior of building at detention windows inside construction area on both levels.
89. This Contractor shall provide an opportunity for a ground-breaking ceremony. Included in this scope of work is to provide a twelve inch high mound of loose dirt, three feet wide and twenty feet long to be removed after ceremony.
90. Civil drawings show this Contractor to relocate one evidence shed and one shed that holds targets. Targets will be removed from shed and replaced in shed by Owner after moving shed to a different location at firing range. Evidence Conex will not be emptied and is to be placed inside the "Elliot" Building, located on the northeast corner of site.
91. The Owner has procured and purchased the MSB identified on the one-line diagram. This item is being assigned to the Electrical Contractor for receiving, unloading, and installation. This is an Owner Furnished Contractor Installed item. The equipment is set to arrive onsite by June 14, 2019.
92. This Contractor shall be aware that the existing generator, buried fuel tank, electrical transformer, and electric meter are all located within the footprint of the new Jail addition. These items must be coordinated with mass excavation scope of work. Owner has coordinated with Ameren and a generator rental company for procurement of a new transformer and generator; however, final coordination of this effort is to be completed with this Contractor and other prime contractors immediately after award and prior to mass excavation. Disconnection of the existing generator and XFMR to be by the Electrical Contractor. Removal of the Generator to be by the General Works Contractor and hoisted onto a trailer provided by the Owner. Removal of the buried fuel tank to be by the General Works Contractor.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A7 Fire Protection
UPDATED FOR ADDENDUM NO. 1

The Construction Manager referred to below is Navigate Building Solutions. The Owner referred to below is Franklin County. The Contractor referred to below is the Fire Protection Contractor. The Other Prime Contractors referred to below are the General Works, MEP and DEC Contractors engaged by Owner to perform those bid Package scopes of work. It is required that this Contractor coordinate closely with the other Prime Contractors to maintain schedule. This bid package includes, but is not limited to, the following:

All work outlined by the project documents (plans and specifications) issued by FGM Architects dated March 29, 2019 and specifications: Division 0 all Sections; Division 1 all Sections; Division 33 as they apply to the Fire Protection Work; Division 21 all Sections and Section 078413 as it applies to the Fire Protection Work.

1. Contractor is aware of the potential for Liquidated Damages. Contractor shall be responsible to maintain scheduled items for the Contractor's work as included in the project master schedule below. Contractor shall reference AIA 101 and AIA 201 contract drafts provided in the bid documents. Contractor agrees to pay the Owner, or to deduct from the Contract Sum, not as a penalty, but as liquidated damages, the amounts listed in the contract drafts provided.
2. The draft AIA 101 and AIA 201 have been modified from their original versions. Contractor shall read and agree to these documents as part of the bid process.
3. Contractor will provide ice, cups and distribute drinking water as needed for this scope.
4. Contractor to coordinate all deliveries of materials with Construction Manager's personnel.
5. No tobacco use is allowed on the project.
6. This Contractor shall arrange, schedule, organize and video tape as it pertains to this scope of work all equipment start-ups and Owner Training sessions per contract documents.
7. This contractor shall include in the base bid price a coordination allowance of \$20,000. Allowance shall include all overhead, profit, and fees. Any savings to this allowance shall also include the associated overhead, profit, and fees. This allowance may only be used at the sole discretion of the CM. Allowance amount to be entered on Bid Form.
8. Construction work shall only be allowed during the following hours: 7AM – 4PM (Monday through Friday) Any time outside these hours needs to be pre-approved by the CM/Owner.
9. This Contractor will compile for the Owner a 'record set' of all documents and drawings, as it pertains to this scope of work, for the project at substantial completion. This shall be 'red-lined' copies of all project changes throughout the course of the project to identify all systems as they were actually installed on the project for the Owner's records. These must be electronically recorded and submitted to the Owner in pdf format on a 'thumb drive'.
10. Contractor is required to hold their alternate pricing that was included in the bid form for 3 months after the bid date. Contractor will notify Owner Representative when decisions need to be made regarding the acceptance of bid alternates in order to maintain deliveries, installation, and the master project schedule.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A7 Fire Protection
UPDATED FOR ADDENDUM NO. 1

11. Fire Protection work shall start within 15 days of Notice to proceed but not later than required to coordinate with or allow the progress of the Construction Manager or other Contractors.
12. This Contractor shall be responsible to locate all existing utilities including calling Missouri Once Call prior to any excavations.
13. The work of this contractor begins and ends five feet (5'-0) beyond the building foundation.
14. This Contractor is responsible for sealing all penetrations through walls, ceilings and floors made during the installation of his own work including Fire Stopping / Smoke Sealing assemblies including labeling of assembly per contract documents.
15. Include cleanup of all rubbish and debris on a daily basis to an area (central pile) designated by Construction Manager.
16. All labor, tools, equipment, materials and supervision to complete the work.
17. Unloading, loading, hoisting and lifts necessary to complete the work.
18. Perform all work in accordance with OSHA safety standards and any job specific safety standards required in contract documents including OSHA 10-hour requirement.
19. Coordinate all work with the Construction Manager's representative and other Prime Contractors. Coordinate with Detention package concerning sprinkler heads at steel cell modules.
20. Materials testing shall be performed by Owner's consultant and paid for by the Owner. This Contractor shall provide all miscellaneous labor required to assist the testing agency. Charges for re-testing failed testing by this Contractor.
21. General Works Contractor to provide benchmarks and building corners, this Contractor shall provide all other layout required to perform his own work.
22. General Works Contractor shall furnish Building Permit. This Contractor shall be responsible for their own permits or approvals and tapping/connection fees due to the applicable utility or the local municipality or other regional, county or State authority.
23. Include cold and hot weather protection as required to maintain the project schedule.
24. Onsite meetings will be held with the Construction Manager, Detention Equipment Contractor, General Works Contractor, Fire Protection Contractor, Plumbing Contractor, HVAC Contractor and Electrical Contractor to coordinate installation of all systems in the building. The work of this Contractor must be performed in accordance with the decisions and schedules formulated at these meetings so as not to delay the work of the other Contractors.
25. This Contractor is responsible for sealing all penetrations through walls, ceilings and floors made during the installation of his own work including Fire Stopping / Smoke Sealing assemblies with labeling of assembly per contract documents.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A7 Fire Protection
UPDATED FOR ADDENDUM NO. 1

26. Install and remove temporary protection for sprinkler heads.
27. Provide head adjustments after ceiling grid installed for both elevation and location within tile. Include coordination with other trades to install sprinkler heads within ceiling grid.
28. This contractor must include Professional Liability and errors and omissions insurance for the Design Build Sprinkler System. Drawings and calculations shall be signed and sealed by a Professional Engineer registered in the State of Missouri.
29. This contractor will furnish all access panels required for this scope of work.
30. Provide all necessary supports, hangers, brackets etc. for seismic bracing of the sprinkler system.
31. This Contractor to provide water tight seals for this Contractor's penetrations through foundation wall.
32. All backfill below building slabs and paving shall be minus material compacted by this contractor.
33. This contractor shall be responsible to locate all existing utilities including calling Missouri One Call prior to any excavations.
34. Furnish and install all necessary supports, hangers and brackets required to meet seismic requirements.
35. All spoils from underground trenches will be removed from site by this contractor.
36. Contractor is required to provide detailed work schedule (short term schedule) on a weekly basis. Contractor's detailed work schedule shall adhere to the master project schedule. Contractor shall meet the requirements of the master project schedule. Should the Contractor fall behind the master project schedule by more than 5 work days due to the fault of this Contractor, the Contractor shall provide a recovery schedule to the Construction Manager within 5 days of request by the Construction Manager.
37. This Contractor must prepare and make available upon request, a procurement log for this scope of work for all long lead materials and equipment. Procurement log must include date of order, date of confirmation of order, expected delivery date, actual delivery date, and comments noting any changes to dates and reasons for change.
38. Background checks for workers including office staff that visit site regularly will be required. Vendor delivery drivers will not be required to have background checks. List of employees who have passed background check for prime Contractors and their subcontractors to be provided before starting work. Background checks to consist of Name Search provided by Missouri State Highway Patrol. Search can be requested and paid for by using following website: www.machs.mo.gov. Results of background checks will only consist of a list of workers that passed. Workers with felony convictions for violent crimes or who are on the

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A7 Fire Protection
UPDATED FOR ADDENDUM NO. 1

sex offender list will be deemed to have not passed the background check and are not allowed on the construction site.

39. This Contractor shall produce a submittal log at the beginning of the project that is populated with all of the required submittals for this scope of work and assign due dates for submission to the Architect and due dates for return from the Architect. This log must be submitted to the CM and Architect for review on a weekly basis.
40. This Contractor shall maintain an RFI log for this scope of work. This log must be submitted to the CM and Architect for review on a weekly basis. Log to include:
 - a. Contractor RFI number
 - b. Topic of RFI
 - c. Date submitted
 - d. Date requested response by
 - e. Date returned
 - f. Status- Open or Closed
41. This Contractor will be responsible for submitting daily logs containing the number of workers, equipment, work accomplished, daily weather, deliveries, visitors to the site, any inspections passed or failed, problems encountered, and other relevant data as may be required for this scope of work. Daily logs are required to have a minimum of 6 pictures attached each day. These reports must be emailed to the CM daily.
42. CM must be contacted prior to cover-up of all rough-in so that photographs can be taken for Owner's record if desired.
43. This Contractor is responsible to hire roofing contractor that can maintain warranty of existing roof for any new roof penetrations needed to perform this scope of work at existing roof.
44. This Contractor will be responsible to review all specifications and drawings including Architectural, Civil, Mechanical, Plumbing, Electrical, Fire Protection, Low Voltage, and Structural, etc.
45. Proper concrete protection from staining must be observed and will be enforced. Steel must not be placed on slab to avoid staining. Diaper hydraulic powered equipment to avoid oil and gasoline staining. Pipe cutting machines shall not be used on the concrete slabs where the clear sealers are scheduled. Any rubber tired traffic shall be kept at a minimum and shall be protected with drop cloths.
46. Sprinkler heads in cells are furnish and install by this Contractor.
47. Any tie-ins to existing system or modifications to layout in remodel areas are to be accomplished, existing system will need to be taken out of service daily, drained and re-energized at the end of each day.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A8 Plumbing
UPDATED FOR ADDENDUM NO. 1

The Construction Manager referred to below is Navigate Building Solutions. The Owner referred to below is Franklin County. The Contractor referred to below is the Plumbing Contractor. The Other Prime Contractors referred to below are the General Works, ME/FP and DEC Contractors engaged by Owner to perform those bid Package scopes of work. It is required that this Contractor coordinate closely with the other Prime Contractors to maintain schedule. This bid packages includes, but is not limited to, the following:

All work outlined by the project documents (plans and specifications) issued by FGM Architects dated March 31, 2019 and specifications: Division 0 all Sections; Division 1 all Sections; Division 33, as they apply to the Plumbing work; Division 22 all Sections, section 078413 as it applies to the Plumbing Work.

1. Contractor is aware of the potential for Liquidated Damages. Contractor shall be responsible to maintain scheduled items for the Contractor's work as included in the project master schedule below. Contractor shall reference AIA 101 and AIA 201 contract drafts provided in the bid documents. Contractor agrees to pay the Owner, or to deduct from the Contract Sum, not as a penalty, but as liquidated damages, the amounts listed in the contract drafts provided.
2. The draft AIA 101 and AIA 201 have been modified from their original versions. Contractor shall read and agree to these documents as part of the bid process.
3. Contractor will provide ice, cups and distribute drinking water as needed for this scope of work.
4. Contractor to coordinate all deliveries of materials with Construction Manager's personnel.
5. No tobacco use is allowed on the project.
6. This Contractor shall arrange, schedule, organize and video tape as it pertains to this scope of work all equipment start-ups and Owner Training sessions per contract documents.
7. This Contractor shall include in the base bid price a coordination allowance of \$30,000. Allowance shall include all overhead, profit, and fees. Any savings to this allowance shall also include the associated overhead, profit, and fees. This allowance may only be used at the sole discretion of the CM. Allowance amount to be entered on Bid Form.
8. Construction work shall only be allowed during the following hours: 7AM – 4PM (Monday through Friday) Any time outside these hours needs to be pre-approved by the CM/Owner.
9. This Contractor will compile for the Owner a 'record set' of all documents and drawings, as it pertains to this scope of work, for the project at substantial completion. This shall be 'red-lined' copies of all project changes throughout the course of the project to identify all systems as they were actually installed on the project for the Owner's records. These must be electronically recorded and submitted to the Owner in pdf format on a 'thumb drive'.
10. Contractor is required to hold their alternate pricing that was included in the bid form for 3 months after the bid date. Contractor will notify Owner Representative when decisions need

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A8 Plumbing
UPDATED FOR ADDENDUM NO. 1

to be made regarding the acceptance of bid alternates in order to maintain deliveries, installation, and the master project schedule.

11. Builder's Risk to be carried by the Owner.
12. Plumbing work shall begin within 15 days of Notice to proceed but not later than required to coordinate with or allow the progress of the other Contractors.
13. The work of this Contractor begins and ends five feet (5'-0) beyond the building foundation and includes the final connection to site piping.
14. Includes cleanup of all rubbish and debris on a daily basis to an area (central pile) designated by Construction Manager.
15. All labor, tools, equipment, materials and supervision to complete the work.
16. Unloading, loading, hoisting and lifts necessary to complete the work.
17. Perform all work in accordance with OSHA safety standards and any job specific safety standards required in contract documents (including OSHA 10 hour requirement).
18. Coordinate all work with the Construction Manager's representative and other Prime Contractors. Coordinate with Detention package concerning responsibilities to procure and install plumbing devices that will be paid for by Detention contractor along with what fixtures will be furnished and arrive pre-set by Detention Contractor.
19. Materials testing shall be performed by Owner's consultant and paid for by the Owner. This Contractor shall provide all miscellaneous labor required to assist the testing agency. Pipe testing of this work for compliance with specifications and local codes is by this Contractor.
20. General Works Contractor shall provide benchmarks and building corners, this Contractor shall provide all other layout required to perform his own work.
21. General Works Contractor shall furnish Building Permit. This Contractor shall be responsible for their own permits or approvals and tapping/connection fees due to the applicable utility or the local municipality or other regional, county or State authority.
22. Include cold and hot weather protection as required to maintain the project schedule.
23. Onsite meetings will be held with the Construction Manager, Detention Equipment Contractor, General Works Contractor, Fire Protection Contractor, Plumbing Contractor, HVAC Contractor and Electrical Contractor to coordinate installation of all systems in the building. The work of this Contractor must be performed in accordance with the decisions and schedules formulated at these meetings so as not to delay the work of the other Contractors.
24. This Contractor is responsible for sealing all penetrations through walls, ceilings and floors made during the installation of his own work including Fire Stopping / Smoke Sealing assemblies including labeling of assembly per contract documents.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A8 Plumbing
UPDATED FOR ADDENDUM NO. 1

25. This Contractor is responsible to hire roofing contractor that can maintain warranty of existing roof for any new roof penetrations needed to perform this scope of work at existing roof.
26. Furnish and install footing drain including gravel backfill and filter fabric and tie in/final connection to storm piping per contract documents
27. This Contractor to provide water tight seals for this Contractor's penetrations through foundation wall.
28. All backfill below building slabs and paving shall be minus material compacted by this Contractor.
29. This Contractor shall be responsible to locate all existing utilities including calling Missouri One Call prior to any excavations.
30. Furnish and install all necessary supports, hangers and brackets required to meet seismic requirements.
31. This Contractor will furnish all access panels required for this work.
32. All spoils from underground trenches will be removed from site by this Contractor.
33. The building pad and all utility trenches will be graded leveled and compacted to ~.10' after completion of utility work. The building pad will be re-graded and repaired until acceptable by the Jobsite Superintendent and the Concrete Contractor.
34. Contractor is required to provide detailed work schedule (short term schedule) on a weekly basis. Contractor's detailed work schedule shall adhere to the master project schedule. Contractor shall meet the requirements of the master project schedule. Should the Contractor fall behind the master project schedule by more than 5 work days due to the fault of this Contractor, the Contractor shall provide a recovery schedule to the Construction Manager within 5 days of request by the Construction Manager.
35. This Contractor must prepare and make available upon request, a procurement log for this scope of work for all long lead materials and equipment. Procurement log must include date of order, date of confirmation of order, expected delivery date, actual delivery date, and comments noting any changes to dates and reasons for change.
36. Background checks for workers including office staff that visit site regularly will be required. Vendor delivery drivers will not be required to have background checks. List of employees who have passed background check for prime Contractors and their subcontractors to be provided before starting work. Background checks to consist of Name Search provided by Missouri State Highway Patrol. Search can be requested and paid for by using following website: www.machs.mo.gov. Results of background checks will only consist of a list of workers that passed. Workers with felony convictions for violent crimes or who are on the sex offender list will be deemed to have not passed the background check and are not allowed on the construction site.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A8 Plumbing
UPDATED FOR ADDENDUM NO. 1

37. This Contractor shall produce a submittal log at the beginning of the project that is populated with all of the required submittals for this scope of work and assign due dates for submission to the Architect and due dates for return from the Architect. This log must be submitted to the CM and Architect for review on a weekly basis.
38. This Contractor shall maintain an RFI log for this scope of work. This log must be submitted to the CM and Architect for review on a weekly basis. Log to include:
- a. Contractor RFI number
 - b. Topic of RFI
 - c. Date submitted
 - d. Date requested response by
 - e. Date returned
 - f. Status- Open or Closed
39. This Contractor will be responsible for submitting daily logs containing the number of workers, equipment, work accomplished, daily weather, deliveries, visitors to the site, any inspections passed or failed, problems encountered, and other relevant data as may be required for this scope of work. These reports must be submitted to the CM daily.
40. CM must be contacted prior to cover-up of all rough-in so that photographs can be taken for Owner's record if desired.
41. This Contractor is responsible to hire roofing contractor that can maintain warranty of existing roof for any new roof penetrations needed to perform this scope of work at existing roof.
42. This Contractor will be responsible to review all specifications and drawings including Architectural, Civil, Mechanical, Plumbing, Electrical, Fire Protection, Low Voltage, and Structural, etc.
43. Proper concrete protection from staining must be observed and will be enforced. Steel must not be placed on slab to avoid staining. Diaper hydraulic powered equipment to avoid oil and gasoline staining. Pipe cutting machines shall not be used on the concrete slabs where the clear sealers are scheduled. Any rubber-tired traffic shall be kept at a minimum and shall be protected with drop cloths.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A9 HVAC
UPDATED FOR ADDENDUM NO. 1

The Construction Manager referred to below is Navigate Building Solutions. The Owner referred to below is Franklin County. The Contractor referred to below is the HVAC Contractor. The Other Prime Contractors referred to below are the General Works, EP/FP and DEC Contractors engaged by Owner to perform those bid Package scopes of work. It is required that this Contractor coordinate closely with the other Prime Contractors to maintain schedule. This bid package includes, but is not limited to, the following:

All work outlined by the project documents (plans and specifications) issued by FGM Architects dated March 29, 2019 and specifications: Division 0 all Sections; Division 1 all Sections; Division 33, as it relates to the HVAC Work; Division 23 all sections; section 078413 as it relates to HVAC work, and Division 26 as it relates to the HVAC work.

1. Contractor is aware of the potential for Liquidated Damages. Contractor shall be responsible to maintain scheduled items for the Contractor's work as included in the project master schedule below. Contractor shall reference AIA 101 and AIA 201 contract drafts provided in the bid documents. Contractor agrees to pay the Owner, or to deduct from the Contract Sum, not as a penalty, but as liquidated damages, the amounts listed in the contract drafts provided.
2. The draft AIA 101 and AIA 201 have been modified from their original versions. Contractor shall read and agree to these documents as part of the bid process.
3. Contractor will provide ice, cups and distribute drinking water as needed for this scope of work.
4. Contractor to coordinate all deliveries of materials with Construction Manager's personnel.
5. No tobacco use is allowed on the project.
6. This Contractor shall arrange, schedule, organize and video tape as it pertains to this scope of work all equipment start-ups and Owner Training sessions per contract documents.
7. An allowance of \$30,000 is to be included in Contract costs. This allowance may only be used at the sole discretion of the CM. Allowance to be entered on Bid Form.
8. Construction work shall only be allowed during the following hours: 7AM – 4PM (Monday through Friday) Any time outside these hours needs to be pre-approved by the CM/Owner.
9. This Contractor will compile for the Owner a 'record set' of all documents and drawings, as it pertains to this scope of work, for the project at substantial completion. This shall be 'red-lined' copies of all project changes throughout the course of the project to identify all systems as they were actually installed on the project for the Owner's records. These must be electronically recorded and submitted to the Owner in pdf format on a 'thumb drive'.
10. Contractor is required to hold their alternate pricing that was included in the bid form for 3 months after the bid date. Contractor will notify Owner Representative when decisions need to be made regarding the acceptance of bid alternates in order to maintain deliveries, installation, and the master project schedule.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A9 HVAC
UPDATED FOR ADDENDUM NO. 1

11. Builder's Risk to be carried by the Owner
12. HVAC work shall begin within 15 days of Notice to proceed but not later than required to coordinate with or allow the progress of the Construction Manager or other Contractors.
13. Include cleanup of all rubbish and debris on a daily basis to an area (central pile) designated by Construction Manager.
14. All labor, tools, equipment, materials and supervision to complete the work.
15. Unloading, loading, hoisting and lifts necessary to complete the work.
16. Install all work in accordance with OSHA safety standards and any job specific safety standards required in contract documents (including OSHA 10-hour requirement).
17. Coordinate all work with the Construction Manager's representative and other Prime Contractors.
18. Materials testing shall be performed by Owner's consultant and paid for by the Owner. This Contractor shall provide all miscellaneous labor required to assist the testing agency. Pipe and duct testing of this work for compliance with specifications and local codes is by this Contractor.
19. General Works Contractor shall provide benchmarks and building corners, this Contractor shall provide all other layout required to perform his own work.
20. General Works Contractor shall furnish Building Permit. This Contractor shall be responsible for their own permits or approvals and tapping/connection fees due to the applicable utility or the local municipality or other regional, county or State authority.
21. Include cold and hot weather protection as required to maintain the project schedule.
22. Onsite meetings will be held with the Construction Manager, Detention Equipment Contractor, General Works Contractor, Fire Protection Contractor, Plumbing Contractor, HVAC Contractor and Electrical Contractor to coordinate installation of all systems in the building. The work of this Contractor must be performed in accordance with the decisions and schedules formulated at these meetings so as not to delay the work of the other Contractors.
23. This Contractor is responsible for sealing all penetrations through walls, ceilings and floors made during the installation of his own work including Fire Stopping / Smoke Sealing assemblies including labeling of assembly per contract documents.
24. This Contractor is responsible to hire roofing contractor that can maintain warranty of existing roof for any new roof penetrations needed to perform this scope of work at existing roof.
25. This Contractor shall furnish and install all curbs for roof top equipment including cutting metal deck as necessary for duct and piping penetrations.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A9 HVAC
UPDATED FOR ADDENDUM NO. 1

26. This Contractor will furnish and install condensate piping to drain locations.
27. This Contractor shall include costs for all testing and balancing per contract documents.
28. In renovation phases, provide temporary filters on return duct including the replacement of temporary filters during construction as needed.
29. Includes all control wiring.
30. Includes complete functioning temperature control system.
31. This Contractor will locate and cut in all return air openings in partitions.
32. Furnish all disconnects for all equipment as required by code and the Project Documents and Schedules. Disconnects will be wired by the Electrical Contractor.
33. Provide and install all necessary supports, hangers, brackets, etc. for seismic bracing.
34. This contractor shall furnish all access panels as required for this scope of work.
35. All ductwork ends to be sealed before arriving at site and seals at end of runs to be maintained.
36. Contractor is required to provide detailed work schedule (short term schedule) on a weekly basis. Contractor's detailed work schedule shall adhere to the master project schedule. Contractor shall meet the requirements of the master project schedule. Should the Contractor fall behind the master project schedule by more than 5 work days due to the fault of this Contractor, the Contractor shall provide a recovery schedule to the Construction Manager within 5 days of request by the Construction Manager.
37. This Contractor must prepare and make available upon request, a procurement log for this scope of work for all long lead materials and equipment. Procurement log must include date of order, date of confirmation of order, expected delivery date, actual delivery date, and comments noting any changes to dates and reasons for change.
38. Background checks for workers including office staff that visit site regularly will be required. Vendor delivery drivers will not be required to have background checks. List of employees who have passed background check for prime Contractors and their subcontractors to be provided before starting work. Background checks to consist of Name Search provided by Missouri State Highway Patrol. Search can be requested and paid for by using following website: www.machs.mo.gov. Results of background checks will only consist of a list of workers that passed. Workers with felony convictions for violent crimes or who are on the sex offender list will be deemed to have not passed the background check and are not allowed on the construction site.
39. This Contractor shall produce a submittal log at the beginning of the project that is populated with all of the required submittals for this scope of work and assign due dates for submission to the Architect and due dates for return from the Architect. This log must be submitted to the CM and Architect for review on a weekly basis.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A9 HVAC
UPDATED FOR ADDENDUM NO. 1

40. This Contractor shall maintain an RFI log for this scope of work. This log must be submitted to the CM and Architect for review on a weekly basis. Log to include:
- a. Contractor RFI number
 - b. Topic of RFI
 - c. Date submitted
 - d. Date requested response by
 - e. Date returned
 - f. Status- Open or Closed
41. This Contractor will be responsible for submitting daily logs containing the number of workers, equipment, work accomplished, daily weather, deliveries, visitors to the site, any inspections passed or failed, problems encountered, and other relevant data as may be required for this scope of work. Daily logs are required to have a minimum of 6 pictures attached each day. These reports must be emailed to the CM daily.
42. CM must be contacted prior to cover-up of all rough-in so that photographs can be taken for Owner's record if desired.
43. This Contractor will be responsible to review all specifications and drawings including Architectural, Civil, Mechanical, Plumbing, Electrical, Fire Protection, Low Voltage, Detention and Security, and Structural, etc.
44. Proper concrete protection from staining must be observed and will be enforced. Steel must not be placed on slab to avoid staining. Diaper hydraulic powered equipment to avoid oil and gasoline staining. Pipe cutting machines shall not be used on the concrete slabs where the clear sealers are scheduled. Any rubber-tired traffic shall be kept at a minimum and shall be protected with drop cloths.

**Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A10 Electrical and Low Voltage
UPDATED FOR ADDENDUM NO. 1**

The Construction Manager referred to below is Navigate Building Solutions. The Owner referred to below is Franklin County. The Contractor referred to below is the Electrical and Low Voltage Contractor. The Other Prime Contractors referred to below are the General Works, MP/FP and DEC Contractors engaged by Owner to perform those bid Package scopes of work. It is required that this Contractor coordinate closely with the other Prime Contractors to maintain schedule. This bid package includes, but is not limited to, the following:

All work outlined by the project documents (plans and specifications) issued by FGM Architects dated March 29, 2019 and specifications: Division 0 all Sections; Division 1 all Sections; Division 33 as it relates to the Electrical Work; Divisions 21, 22, 23 as they relate to the Electrical work; Divisions 26 - 28 all Sections, section 078413 for this scope of work .

1. Contractor is aware of the potential for Liquidated Damages. Contractor shall be responsible to maintain scheduled items for the Contractor's work as included in the project master schedule below. Contractor shall reference AIA 101 and AIA 201 contract drafts provided in the bid documents. Contractor agrees to pay the Owner, or to deduct from the Contract Sum, not as a penalty, but as liquidated damages, the amounts listed in the contract drafts provided.
2. The draft AIA 101 and AIA 201 have been modified from their original versions. Contractor shall read and agree to these documents as part of the bid process.
3. Contractor will provide ice, cups and distribute drinking water as needed for this scope of work.
4. Contractor to coordinate all deliveries of materials with Construction Manager's personnel.
5. No tobacco use is allowed on the project.
6. This Contractor shall arrange, schedule, organize and video tape as it pertains to this scope of work all equipment start-ups and Owner Training sessions per contract documents.
7. An allowance of \$60,000 is to be included in Contract costs. This allowance may only be used at the sole discretion of the CM. Allowance to be entered on Bid Form.
8. Construction work shall only be allowed during the following hours: 7AM – 4PM (Monday through Friday) Any time outside these hours needs to be pre-approved by the CM/Owner.
9. This Contractor will compile for the Owner a 'record set' of all documents and drawings, as it pertains to this scope of work, for the project at substantial completion. This shall be 'red-lined' copies of all project changes throughout the course of the project to identify all systems as they were actually installed on the project for the Owner's records. These must be electronically recorded and submitted to the Owner in pdf format on a 'thumb drive'.
10. Contractor is required to hold their alternate pricing that was included in the bid form for 3 months after the bid date. Contractor will notify Owner Representative when decisions need to be made regarding the acceptance of bid alternates in order to maintain deliveries, installation, and the master project schedule.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A10 Electrical and Low Voltage
UPDATED FOR ADDENDUM NO. 1

11. Builder's Risk to be carried by the Owner.
12. Electrical work shall begin within 15 days of Notice to proceed but not later than required to coordinate with or allow the progress of the Construction Manager or other Contractors.
13. This Contractor shall be responsible to locate all existing utilities including calling Missouri Once Call prior to any excavations.
14. Includes cleanup of all rubbish and debris on a daily basis to an area (central pile) designated by Construction Manager.
15. All labor, tools, equipment, materials and supervision to complete the work.
16. Unloading, loading, hoisting and lifts necessary to complete the work.
17. Install all work in accordance with OSHA safety standards and any job specific safety standards required in contract documents (including OSHA 10 hour requirement).
18. Coordinate all work with the Construction Manager's representative and other Prime Contractors. Coordinate with Detention package concerning low voltage and power wiring extent of scope.
19. Materials testing shall be performed by Owner's consultant and paid for by the Owner. This Contractor shall provide all miscellaneous labor required to assist the testing agency.
20. General Works Contractor shall provide benchmarks and building corners, this Contractor shall provide all other layout required to perform his own work.
21. Include cold and hot weather protection as required to maintain the project schedule
22. General Works Contractor shall furnish Building Permit. Trade contractor shall be responsible for all trade permits or approvals and tapping/connection fees due to the applicable utility or the local municipality or other regional, county or State authority.
23. Onsite meetings will be held with the Construction Manager, Detention Equipment Contractor, General Works Contractor, Fire Protection Contractor, Plumbing Contractor, HVAC Contractor and Electrical Contractor to coordinate installation of all systems in the building. The work of this Contractor must be performed in accordance with the decisions and schedules formulated at these meetings so as not to delay the work of the other Contractors.
24. This Contractor is responsible for sealing all penetrations through walls, ceilings and floors made during the installation of his own work including Fire Stopping / Smoke Sealing assemblies including labeling of assembly per contract documents.
25. This Contractor is responsible to hire roofing contractor that can maintain warranty of existing roof for any new roof penetrations needed to perform this scope of work at existing roof.
26. This Contractor is responsible to hire roofing contractor that can maintain warranty of existing roof for any new roof penetrations needed to perform this scope of work at existing roof.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A10 Electrical and Low Voltage
UPDATED FOR ADDENDUM NO. 1

27. This Contractor will provide all conduit and junction boxes for HVAC Control Wiring
28. This Contractor will include concrete bases for all site lighting.
29. Include all work necessary for a complete fire alarm system.
30. Provide temporary power and lighting per OSHA requirements for building construction including providing "turtles" enabling the use of extension cords no longer than 75'0" in any area of each building. Provide meter for temporary service within 75' cable run to pole mounted transformer per site logistics plan. From there, provide feed and connect to CM trailer and General Works trailer per site logistics plan and also provide temporary power for main construction site. **Include Ameren charge for 200 amp single phase feed of \$450.** Include Ameren costs for any charges in excess of this due to cable length run over 75' by Ameren or increased service size. Temporary electric usage not by this Contractor. This contractor will be responsible for removal of all temporary power and lighting.
31. Furnish and install conduit with pull strings for phone/data lines to HVAC equipment and Fire Alarm panel.
32. This Contractor to supply locations and sleeves for service entrance include water tight seal at all penetrations including fiber, telephone, communication, etc. per contract documents.
33. The Mechanical Contractor will provide disconnects for all equipment as required by code and the contract documents and schedules. Disconnects will be wired by the Electrical Contractor.
34. All backfill for this scope of work below building slabs and paving shall be minus material furnished, installed and compacted by this Contractor.
35. All spoils from this Contractor's underground trenches will be removed from site by this Contractor.
36. The building pad and all utility trenches will be regraded, leveled and compacted to .10' after completion of utility work until acceptable by the General Works Contractor.
37. This Contractor shall be responsible to locate all existing utilities including calling Missouri Once Call prior to any excavations.
38. Furnish and install concrete transformer pad per Ameren UE Specifications.
39. This Contractor will be responsible to review all drawings including Architectural, Civil, Mechanical, Plumbing etc, and include any work shown that will be claimed by this Contractor.
40. Provide and install all necessary supports, hangers, brackets etc. for seismic bracing.
41. This Contractor to furnish and install hanger wires on light fixtures to meet seismic bracing requirements.
42. This Contractor will furnish all access panels required for this work.

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A10 Electrical and Low Voltage
UPDATED FOR ADDENDUM NO. 1

43. This Contractor to provide water tight seals for this Contractor's penetrations through foundation.
44. Contractor is required to provide detailed work schedule (short term schedule) on a weekly basis. Contractor's detailed work schedule shall adhere to the master project schedule. Contractor shall meet the requirements of the master project schedule. Should the Contractor fall behind the master project schedule by more than 5 work days due to the fault of this Contractor, the Contractor shall provide a recovery schedule to the Construction Manager within 5 days of request by the Construction Manager.
45. This Contractor to include raceways per Contract Documents for use by Detention Equipment Contractor.
46. Fuel for generator testing is by this Contractor. At turnover of emergency generators, this Contractor is to completely fill generator fuel tanks.
47. During demolition, remove universal waste (fluorescent lamps and ballasts) and deliver to a spot in the existing building designated by CM.
48. This Contractor must prepare and make available upon request, a procurement log for this scope of work for all long lead materials and equipment. Procurement log must include date of order, date of confirmation of order, expected delivery date, actual delivery date, and comments noting any changes to dates and reasons for change.
49. Background checks for workers including office staff that visit site regularly will be required. Vendor delivery drivers will not be required to have background checks. List of employees who have passed background check for prime Contractors and their subcontractors to be provided before starting work. Background checks to consist of Name Search provided by Missouri State Highway Patrol. Search can be requested and paid for by using following website: www.machs.mo.gov. Results of background checks will only consist of a list of workers that passed. Workers with felony convictions for violent crimes or who are on the sex offender list will be deemed to have not passed the background check and are not allowed on the construction site.
50. This Contractor shall produce a submittal log at the beginning of the project that is populated with all of the required submittals for this scope of work and assign due dates for submission to the Architect and due dates for return from the Architect. This log must be submitted to the CM and Architect for review on a weekly basis.
51. This Contractor shall maintain an RFI log for this scope of work. This log must be submitted to the CM and Architect for review on a weekly basis. Log to include:
 - a. Contractor RFI number
 - b. Topic of RFI
 - c. Date submitted
 - d. Date requested response by
 - e. Date returned
 - f. Status- Open or Closed

Franklin County Public Safety Facility
Additions and Renovations to Franklin County Sheriff's Office and Jail
Bid Package 2019-A10 Electrical and Low Voltage
UPDATED FOR ADDENDUM NO. 1

52. This Contractor will be responsible for submitting daily logs containing the number of workers, equipment, work accomplished, daily weather, deliveries, visitors to the site, any inspections passed or failed, problems encountered, and other relevant data as may be required for this scope of work. Daily logs are required to have a minimum of 6 pictures attached each day. These reports must be emailed to the CM daily.
53. CM must be contacted prior to cover-up of all rough-in so that photographs can be taken for Owner's record if desired.
54. This Contractor is responsible to hire roofing contractor that can maintain warranty of existing roof for any new roof penetrations needed to perform this scope of work at existing roof.
55. This Contractor will be responsible to review all specifications and drawings including Architectural, Civil, Mechanical, Plumbing, Electrical, Fire Protection, Low Voltage, Detention and Security, and Structural, etc.
56. Supply and install a complete raceway system to connect modular control cabinets located in rear chase to head end equipment rack in associated equipment room. Install equipment racks and cabinets with connections to raceway system
57. Include all branch circuits including conduit, wiring and connections from power distribution panels through UPS systems, terminal strips and/or receptacles in electronic control panels and/or electronic system devices.
58. Proper concrete protection from staining must be observed and will be enforced. Steel must not be placed on slab to avoid staining. Diaper hydraulic powered equipment to avoid oil and gasoline staining. Pipe cutting machines shall not be used on the concrete slabs where the clear sealers are scheduled. Any rubber-tired traffic shall be kept at a minimum and shall be protected with drop cloths.
59. The Owner has procured and purchased the MSB identified on the one-line diagram. This item is being assigned to this Contractor for receiving, unloading, and installation. This is an Owner Furnished Contractor Installed item. The equipment is set to arrive onsite by June 14, 2019.
60. This Contractor shall be aware that the existing generator, buried fuel tank, electrical transformer, and electric meter are all located within the footprint of the new Jail addition. These items must be coordinated with mass excavation scope of work. Owner has coordinated with Ameren and a generator rental company for procurement of a new transformer and generator; however, final coordination of this effort is to be completed with this Contractor and other prime contractors immediately after award and prior to mass excavation. Disconnection of the existing generator and XFMR to be by the Electrical Contractor. Removal of the Generator to be by the General Works Contractor and hoisted onto a trailer provided by the Owner. Removal of the buried fuel tank to be by the General Works Contractor.

SECTION 260023 – OWNER FURNISHED EQUIPMENT

PART 1 - GENERAL

- 1.1 This section covers all the labor and material provided by the Electrical Contractor for all the Owner furnished equipment.
- A. Owner shall furnish to the job site various items of electrical equipment and/or systems as listed below.
 - B. The EC shall be responsible to receive, unload, store, move into place, install and connect owner furnished equipment as indicated. The EC shall receive from the Owner copies of all purchase orders and shall report any equipment shortages or damage within one week of receiving the equipment.
 - C. The EC shall insure the Owner furnished equipment against damage by the EC.
 - D. The EC shall be responsible for inspecting the equipment at time of delivery to the project site to verify its condition, quantities, and quality and shall take necessary steps to correct any damage or deficiencies. Major damage or deficiencies not field correctable shall be called to the attention of Owner within one week for supplier to correct.
 - E. EC shall coordinate with the delivery of all Owner furnished equipment.
- 1.2 Owner furnished equipment specified elsewhere:
- A. 260430 – Service Switchboards
- 1.3 WARRANTY
- A. Contractor shall provide a one-year warranty for labor on Owner furnished equipment such that the Warranties and Guarantees specified in the General Conditions are equivalent to that which would be in effect if the Contractor had supplied this equipment.
- 1.4 RELATED DOCUMENTS
- A. All drawings and applicable provisions of Division 0 Bidding Requirements and Division 1 General Requirements apply to work of this Section.
 - B. Section 260000 – Basic Electrical Requirements.
 - C. Section 260010 – Basic Electrical Materials and Methods.

PART 2 - PRODUCTS

2.1 ELECTRICAL EQUIPMENT

Owner shall furnish the Service Entrance Switchboard as described in other sections of this specification.

PART 3 - EXECUTION

- 3.1 The EC shall include in their bid the receiving, installation, handling, storage, protection, and insurance of Owner furnished equipment as detailed above.
- 3.2 Refer to other specification sections for the extent of the installation, testing and execution portion of these owner furnished systems.

END OF SECTION 260023

SECTION 260770 – SECURITY SYSTEM ROUGH-IN

PART 1 - GENERAL

1.1 SUMMARY

- A. This section covers complete rough-in for detention and office access control, video surveillance and security equipment.
- B. The security equipment shall be provided by the owner's detention system contractor.
- C. Devices shown on drawings are for reference only. Exact number of devices, types and locations are determined from security contractor's SEC drawings. Provide complete conduit and cabling system as outline on the electrical and SEC plans.
- D. System wires shall be furnished and installed by the electrical contractor based on the design by the detention system equipment supplier.

PART 2 - PRODUCTS

- 2.1 Provide conduit and boxes, as specified in Section 260110 or as shown on drawings.
- 2.2 Provide cables and quantities per the SEC plans available for reference. The below information is what was contemplated at the time of design, verify with final SEC-00 plan.
 - A. Detention doors:
 - 1. Swing: (5) #14 and (4) #18 AWG Class 1 conductors
 - 2. Overhead doors: (10) #14 AWG Class 1 conductors
 - 3. Monitored only: (4) #18 AWG Class 1 conductors
 - 4. Window blind control: (10) #14 AWG Class 1 conductors
 - B. Cameras: (1) West Penn 4246
 - C. Card Reader: (1) West Penn 3021
 - D. Call Button: (1) West Penn 222
 - E. Door Release Pushbutton: (1) West Penn 222
 - F. Duress Pushbutton: (1) West Penn 242
 - G. Equipment Cabinets: (2) West Penn 224 (Power), (1) West Penn 4246 and (1) West Penn 291.
 - H. Touchscreen Computer: (1) West Penn 4246
 - I. VMS Computer: (1) West Penn 4246
 - J. Touchscreen Master Intercom: (1) West Penn 4246
 - K. Visitation Handset: (1) West Penn 292

- L. Paging Speaker: Refer to SEC-00 for wiring chart.

PART 3 - EXECUTION

- 3.1 Provide raceways, cables and boxes as shown on the drawings. This shall include two-gang boxes x 3.5" deep, single-gang boxes x 3.5" deep, 4" square boxes x 3.5" deep and ¾-inch conduit with pull string.
- 3.2 All conduits shall be provided with a pull wire.
- 3.3 Refer to locations, descriptions and details on SEC plans for access control and security rough-in boxes and conduits.

END OF SECTION 260770

Switchboard General Information

Pow-R-Line C - Specifications

Quantity: 1

Alignment: Front Access/ Front and Rear Align

Service: 480Y/277V 3-Phase 4-Wire

Minimum Interrupt Rating: 65 kA

Bus Specifications

Bus Amps: 2500

Bus Bracing Rating: 65kA

Neutral Amps: 2500

Bus Material: Aluminum

Heat Test

Ground Bus Material: Aluminum .25 X 3.0 Ground Bus Bolted To Frame, (1) #6-350 kcmil Ground Lug

Incoming Information

Terminals, Mechanical, Bottom, (7) #4-500 kcmil

Incoming Entry: Bottom

Incoming Location: Double Ended

Incoming Qty & Size: Terminals, Mechanical, Bottom, (7) #4-500 kcmil

Structure Specifications

Service Entrance

Enclosure Type: Type 3R (nonwalk-in) Flat Roof

Enclosure: Outdoor Enlosure Configuration Per Euserc Dwg 354

Utility Specifications

Struct # 1

2500 Amps Util. Mtr. Compt. - Ameren

Plant Drawing: 42C3557 and 42C3555

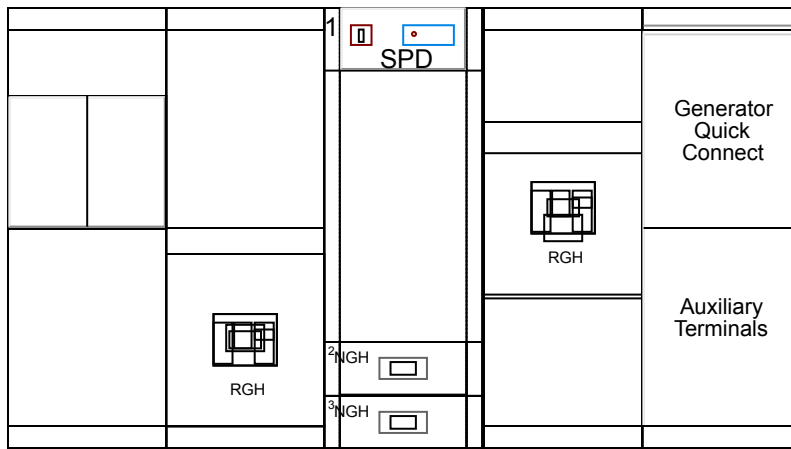
Code AMEREN

Enclosure properties

Struct #

Struct #	Description/Modifications
1	Incoming Utility Structures (Incoming Utility Section) Vertical isolating barrier Horizontal isolating barrier
2	Main device (Main Structure) Vertical isolating barrier
3	50x chassis mounted feeders (Feeder Structure)
4	Generator Quick Connect Structure - Over 2000A (Auxiliary Structure)
5	Generator Quick Connect Structure - Over 2000A (Auxiliary Structure)

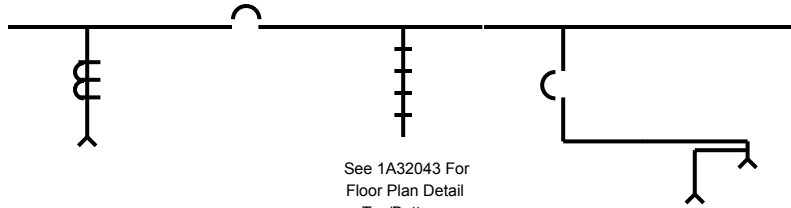
<p>The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.</p>	<p>PREPARED BY MATTHEW VAN LEUVEN</p>	<p>DATE 3/28/2019</p>	<p>Eaton SumterSC</p>		
	<p>APPROVED BY</p>	<p>DATE</p>	<p>JOB NAME FRANKLIN COUNTY COUNTY PUBLIC SAFETY FACILITY</p>	<p>DESIGNATION MSB</p>	
	<p>VERSION 9.0.15.0</p>	<p>TYPE Switchboards</p>	<p>DRAWING TYPE CustAppr</p>		
<p>NEG-ALT Number ST010328X9K2-0000</p>	<p>REVISION 0</p>	<p>DWG SIZE DwgA</p>	<p>G.O.</p>	<p>ITEM</p>	<p>SHEET 1 of 3</p>



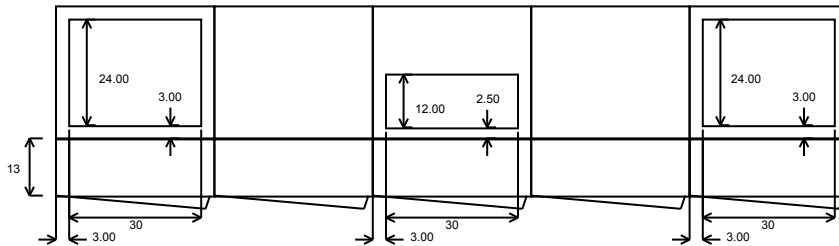
Front View

Struct	1	*	2	*	3	*	4	*	5	*
Depth	30		30		30		30		30	
Width	36		36		36		36		36	

Power Flow



Floor Plan Rear



See 1A32043 For
Floor Plan Detail
Top/Bottom
Cable Exit

Total of 5 Structures, Total Weight of 3467 Weight-Lbs. with Front Hinged Doors.
Total of 5 Structures, Total Width of 180 Inches with Front Hinged Doors.

Structure	1	2	3	4	5
Ship-Inches	36.00	36.00	36.00	36.00	36.00
Ship-MM	914	914	914	914	914
Wdth-Inches	36.00	36.00	36.00	36.00	36.00
Wdth-MM	914	914	914	914	914
Depth(Inner)-In.	30.00	30.00	30.00	30.00	30.00
Depth(Inner)-MM	762	762	762	762	762
Depth(Outer)-In.	43.00	43.00	43.00	43.00	43.00
Depth(Outer)-MM	1092	1092	1092	1092	1092
Height-Inches	90.00	90.00	90.00	90.00	90.00
Height-MM	2286	2286	2286	2286	2286
Weight-Lbs.(Est.)	620	755	697	755	640
Weight-Kg.(Est.)	281	342	316	342	290

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PREPARED BY MATTHEW VAN LEUVEN	DATE 3/28/2019	Eaton		SumterSC	
APPROVED BY	DATE	JOB NAME FRANKLIN COUNTY COUNTY PUBLIC SAFETY FACILITY	DESIGNATION MSB		
VERSION 9.0.15.0	TYPE Switchboards	DRAWING TYPE CustAppr			
NEG-ALT Number ST010328X9K2-0000	REVISION 0	DWG SIZE DwgA	G.O.	ITEM	SHEET 2 of 3

Switchboard Units Information

Str#	Unit	Description/Modifications	Nameplate
1		2500A Utility Metering - Ameren	
2		Main Breaker - Ind Mtd-2500A 3P [RGH 2500A Frame], Trip 2500A., 310+ w/ ARMS, ALSIG Kirk Key interlock	
3	1	Surge Protective Device -SPD Series 100kA SPD, Standard w/ Surge Counter (Disconnect Included)	
	2	Feeder Breaker - Chassis Mtd-1200A Adj, 3P [NGH 1200A Frame], Trip 1200A., 310+ w/ ArcFlash, ALSIG Terminals, Mechanical, (4) 4/0-500 kcmil Neutral Terminal, (4) #4-500 kcmil	
	3	Feeder Breaker - Chassis Mtd-1200A Adj, 3P [NGH 1200A Frame], Trip 1200A., 310+ w/ ArcFlash, ALSIG Terminals, Mechanical, (4) 4/0-500 kcmil Neutral Terminal, (4) #4-500 kcmil	
4		Generator Breaker-2500A 3P [RGH 2500A Frame], Trip 2500A., 310+ w/ ARMS, ALSIG Auxiliary Terminals, Mechanical, (7) #4-500 kcmil, Bottom Kirk Key interlock Quick Connect Receptacles, Male	
5			

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	MATTHEW VAN LEUVEN	3/28/2019			
	APPROVED BY	DATE	JOB NAME	FRANKLIN COUNTY COUNTY PUBLIC SAFETY FACILITY	
		DESIGNATION	MSB		
	VERSION	TYPE	DRAWING TYPE		
	9.0.15.0	Switchboards	CustAppr		
NEG-ALT Number	REVISION	DWG SIZE	G.O.	ITEM	SHEET
ST010328X9K2-0000	0	DwgA			3 of 3