

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the 26th day of July 20 07

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby appoint Colleen Walker to the Boone County Health Trust Committee with a term expiring July 29, 2010.

Done this 26th day of July, 2007.

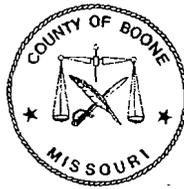
ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner



off - July 29, 2007
exp - July 29, 2010

Boone County Commission

RECEIVED

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone County Health Trust Committee Term: 3 yrs

Current Township: City of Columbia Today's Date: 7/2/07

Name: Colleen Walker

Home Address: 3306 Lake Town Dr., Columbia, MO Zip Code: 65203

Business Address: Boone Hospital Center Zip Code: 65201

Home Phone: 1600 E. Broadway, Box 72, Columbia, MO
446-2750 Work Phone: 815-3860

Fax: Work: 815-8556 E-mail: clwalker@BJC.org

Qualifications: (at Boone) ↓
In healthcare for over 18 yrs (currently Director of Phys. + Employee Svcs)
Work extensively with employer groups (in managed care planning)
Responsible for Outreach activities in Boone's mkt area.
Team Leader of leadership team for Joint Commission
(Boone)

Past Community Service: Vice Chair Assistance League Auxiliary - Present
+ Present (Ex officio) Board member YMCA - Macon - Present
Past Treasurer + Resource Develop Chair - Assistance League Auxiliary
County Health Trust Committee - Present

References: Sallee Parcell LSW ACSW BCD : 443-4781
Bandy Morrow, Vice President COO : 815-3232
Martha Johnson, Managed Care + Clinic Liaison (Boone) : 815-6451

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Colleen Walker
Applicant
Signature

Return Application Boone County Commission Office
To: Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

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STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 2007

In the County Commission of said county, on the 26th day of July 20 07

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the addition of the sentence "An employee shall be entitled to retain all pay and per diem received for jury service" to the Personnel Policy Manual.

Done this 26th day of July, 2007.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

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In the County Commission of said county, on the

26th day of July 20 07

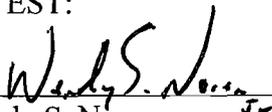
the following, among other proceedings, were had, viz:

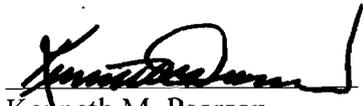
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

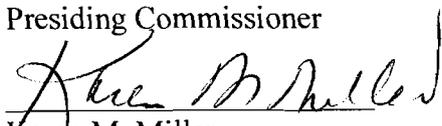
Department	Account	Department Name	Account Name	Decrease	Increase
1123	86800	Emergency Funds	Emergency Funds	\$15,000	
1115	84300	Human Resources	Advertising		\$15,000

Done this 26th day of July, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 2007

In the County Commission of said county, on the

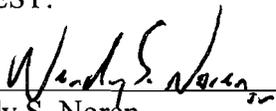
26th day of July 20 07

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 48-28JUN07 – Boone County Jail Roof Replacement to Schwada Builders Inc. and approves the expenditure of county funds from the Capital Repair and Replacement Fund for any and all costs arising under this contract that will not be reimbursed by the county's insurance carrier. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26th day of July, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

712-2007

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Schwada Builders, Inc.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 48-28JUN07 – Boone County Jail Roof Replacement
RTI No. 7047
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. Total contract amount is \$790,841.00. In addition to the total contract amount, if deemed necessary by the Contractor and agreed to in writing by Boone County, the cost for replacement of (damaged) existing batt insulation shall be \$0.035 per square foot.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Bid Solicitation
2. Instructions to Bidders
3. Supplementary Instructions to Bidders
4. Bid Form
5. Bid Form Supplement
6. Representatives and Certifications
7. Bidding Addenda #1, #2, #3
8. Agreement Form
9. Performance Bond and Payment Bond
10. Certificates
11. General Conditions
12. Supplementary General Conditions
13. Wage Determination Schedule and Affidavit
14. State Wage Rates-Annual Wage Order No. 14
15. General Requirements
16. Exhibit A – Pre-Construction Conference/Submittal Form Letter
17. Exhibit B – Construction Submittal Form Letter
18. Exhibit C – Construction Submittal Form
19. Exhibit D – Shop Drawing Submittal Form Letter
20. Exhibit E – Pre-Installation Conference Form Letter
21. Exhibit F – Close Out Submittal Form Letter
22. Metal Roof and Wall Panels
23. Sealant and Caulking
24. Appendix 1 – Contractor's Guaranty
25. Appendix 2

26. Plan Sheets

It is understood and agreed that, except as may be otherwise provided for by the "General Conditions, and "Supplemental General Conditions," and "General Requirements" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the

BID FORM
Bid Number: 48-28JUN07

PROJECT: Boone County Jail Roof Replacement
2121 County Drive
Columbia, Missouri 65201

OWNER: Boone County, Missouri
5551 Hwy 63 South
Columbia, Missouri 65201

FROM: (Name) Schwada Builders Inc.

(Address) 630 W. Elm Street - Shelbina, Mo. 63468

(Telephone) 573-588-4079 (Fax) 573-588-7605 (E-mail) bschwada@yahoo.com

588-4079
588-7605
Bruce
Law

Bidder, having examined Bidding Documents and Contract Documents prepared by RTI Consultants, 7903 West 83rd Street, Overland Park, Kansas 66204, and having personally inspected the actual location of Work and local sources of supply, is confident of quantities and conditions, and understands that in signing this Bid, the right to plead misunderstandings regarding same is waived.

Bidder acknowledges receipt of Addenda Nos. 1 through 3 inclusive, and has considered requirements of Addenda and incorporated these requirements and all cost thereto in Bid.

Bidder agrees to accept provisions Instructions to Bidders and Supplementary Instructions to Bidders regarding disposition of Bid Security.

Bidder agrees that Owner reserves the right to accept or reject any or all Bids, Alternates, or Unit Prices, to reject a Bid not accompanied by required bid security or by data required by Bidding Documents, to reject a Bid which is in any way incomplete or irregular, and to waive irregularities in Bids received and minor discrepancies in bidding procedures.

Bidder agrees, if awarded a Contract, to enter into a Contract with the Owner on the terms stated in Bid, and to execute Agreement within ten days after receipt of proposed Agreement Form, and to furnish required Bonds and Certificates of Insurance within fourteen days from date of Agreement.

Item A: Removal and replacement of existing metal panel roof as specified.

The lump sum of Six hundred-seventy five thousand, seven hundred sixty three Dollars
(\$ 675,763.00).

Item B: Replacement of all metal gutters and downspouts.

The lump sum of Thirty Eight Thousand, Six hundred, fifty Six Dollars
(\$ 38,656.00).

Item C: Replacement of penthouse metal wall panels.

The lump sum of Forty-five thousand, Seventy-three Dollars
(\$ 45,073.00).

Item D: Repainting of penthouse louvers.

The lump sum of Six thousand, Seven hundred, ten Dollars
(\$ 6710.00).

Item E: Removal and replacement of Pump House roof and installation of new metal panel roof.

The lump sum of Six thousand, Nine hundred Dollars
(\$ 6900.00).

OPTION ONE BID (Sum of items A + B + C + D+E)

The lump sum of Seven hundred Twenty three thousand, One Hundred two Dollars
(\$ 723,102.00).

ALTERNATES (Enter amount to "add to" "deduct from" or "no change" to Option One Bid)

1. Overlay of existing metal panel roof system as specified.

The lump sum of One hundred twenty two thousand, Seven hundred Dollars
(\$ 122,700.00). (add to) / "deduct from" / "no change" (circle one)

2. Repainting of wall mounted fencing support posts.

The lump sum of Seventeen thousand, Seven hundred, thirty-nine Dollars
(\$ 17,739.00). "add to" / "deduct from" / "no change" (circle one)

3. Install specified snow guards at perimeter of all roof areas in lieu of at entry doors only as indicated.

The lump sum of Four thousand, Seven hundred, fifty two Dollars
(\$ 4752.00). "add to" / "deduct from" / "no change" (circle one)

UNIT PRICES

1. Cost for replacement of (damaged) existing batt insulation per square foot.
\$.35 Per square foot

NOTE: Bidder hereby certifies that the following Subcontractors and manufacturer will be used in performance of Work. Failure to list subcontractors for each category of Work identified on this form may be grounds for rejection of bid. List name, city, and state of designated subcontractor, for each category of work listed on Bid Form. If more than one subcontractor will perform Work within a category, Bidder shall provide name, city, and state of each subcontractor and specify exact portion of Work to be performed by each. If Bidder intends to perform any designated subcontract Work by using Bidder's own employees, then Bidder shall list their own name, city, and state.

Metal Panel Manufacturer and System	<u>Butler Mfg.</u>
Razor Wire Subcontractor	<u>Wood-Link Fencing.</u>
Fencing Subcontractor	<u>Wood-Link Fencing</u>
Painting Subcontractor	<u>Isamole Coatings, LLC</u>

Bidder has submitted two copies of Bid Form and has attached the following required information:

1. Bid security
2. AIA Document A305 "Contractor's Qualification Statement"

Respectfully submitted,

IF AN INDIVIDUAL:

Name of Individual

Firm Name, if any

Address for Communications

Residence Address

Signature

IF A PARTNERSHIP:

Name of Partnership

Partner

Signature

Address for Communications

List Names and Residence Address of all Partners

IF A CORPORATION:

Schwada Builders Inc
Name of Corporation

Name of Corporation

President
Title of Officer

Title of Officer

Bruce Schwada
President or Officer Signature

President or Officer Signature

630 W. Elm Street Shelbina, Mo. 63468
Address for Communications

Address for Communications

Date 7-12-07

1. Incorporated under the laws of the State of:

Missouri

2. Licensed to do business in the State of Missouri:

Yes No _____ (check one)

(Attest)

Donnie Schwada Secretary
(Seal)

END OF SECTION 00400 (Option One)



BOONE COUNTY, MISSOURI
Request for Bid #: **48-28JUN07** - *Boone County Jail Roof Replacement*

ADDENDUM #1 - (Issued June 25, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- 1) **CHANGE** the first paragraph of section 00100-1 to read:
Contractors are invited to submit a lump sum bid, on Bid Form provided for a General Contract for the above project. Sealed bids will be accepted until 1:15 p.m. local time on Thursday, July 12, 2007 at the Boone County Purchasing Office, Boone County Johnson Building, Room 208, 601 E. Walnut, Columbia, MO 65201. Bids received after this time will not be accepted. Bids will be opened shortly after 1:30 p.m. in the Johnson Building Conference Room 213, 601 E. Walnut, Columbia, MO 65201.

- 2) **CHANGE** the third paragraph of section 00100-1 to read:
Pre-bid conferences with site visits will be held at 10:00 a.m. on Thursday, June 14, 2007 and 10:00 a.m. on Friday, July 6, 2007 at the project site. Attendance of at least one of these meetings and site visits is a prerequisite to acceptance of bid.

Note: The second pre-bid meeting will cover addendum #2 (that will follow shortly) allowing other roofing material than Butler to be bid as an alternate.

- 3) Section 01001, General Requirements. ADD the following paragraph:

1.12 ADDITIONAL CONTRACTOR REQUIREMENTS

- A. Prior to start of work, all Contractor on-site employees shall satisfy the following requirements:
 1. Satisfactory completion of a criminal background check. Information to be provided to sheriff department includes but is not limited to employee's full name, date of birth, social security number, and race.
 2. Satisfactory completion of drug and alcohol testing 2-weeks prior to the start of work.
 - a. Drug testing shall comply with current procedures as approved by the Department of Health and Human Services and Department of Transportation for a 5-panel drug screen.
 - b. Alcohol Breath testing shall comply with current procedures as approved by the Department of Health and Human Services and Department of Transportation, performed with an evidential breath testing device approved by the National Highway Traffic Safety Administration and the Missouri Department of Health.
- B. Subsequent to the start of work, all Contractor employees while on site shall carry on their person a form of identification that includes the employee's photograph.
- C. Subsequent to the start of work, all Contractor employees while on site shall be subject to Alcohol Breath Testing at any time and a monthly Drug Screening of one employee who will be randomly chosen.

Bruce Schwab

RTI

BUILDING SYSTEMS DESIGN AND MANAGEMENT

Addendum # 2

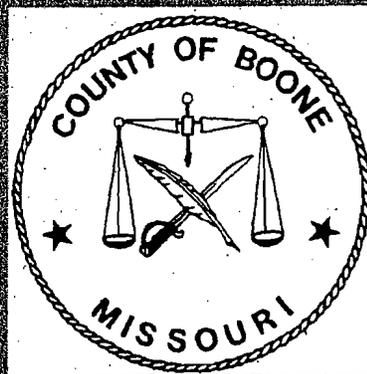
PROJECT MANUAL

BOONE COUNTY JAIL ROOF REPLACEMENT

Bid Number: 48-23JUN07

May 2007 (revised June 2007)

RFI No. 7647



Note that attendees of a pre-bid conference on June 14, 2007 or July 6, 2007 at the project site as a pre-condition for acceptance of bid!

RTI Consultants has prepared this specification for the sale to Boone County, Missouri and for its maintenance of the project, Boone County, Missouri and those approved contractor may wish to amend to the extent necessary to fulfill the requirements of this specification.

Bruce Schwab

RTI Consultants * 7903 West 83rd Street * Overland Park, Kansas 66204 * 913.649.6565 (O) * 913.649.6566 (Fax)



BOONE COUNTY, MISSOURI
Request for Bid #: 48-28JUN07 - Boone County Jail Roof Replacement

ADDENDUM #3 - (Issued July 9, 2007)

This addendum is issued in accordance with the Scopes of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. Change the last sentence of the first paragraph of Section 00100, Bid Solicitation to read:
"Bids will be opened shortly after 1:30 p.m. in the Boone County Johnson Building, Room 213, 601 E Walnut."
2. Add the following paragraph to Section 07415, 2.04 A.
"4. Owner has selected the finish color to be Berridge Medium Bronze"
3. Add the following paragraph to Section 07415, 2.05 A.
"3. Owner has selected the finish color to be Berridge "Medium Bronze"
4. Revise Note 3 on drawings 7047-R1, 7047-R2, 7047-R3, and 7047-R4 to read:
"3. Metal Roofing Contractor shall paint all existing penthouse louvers and skylight frames to match color of new metal panels. Use Sherwin Williams W/B primer D66-310 Series (5-10 mils wet, 2-4 mils dry) and two coats of Sherwin Williams Industrial Enamel HS, B54Z400 Series (2-4 mils dry per coat). The cost of repainting skylight frames shall be included with the cost of repainting penthouse louvers in Bid Item D.
5. Revise Drawing 7047-R2, as follows:
Delete note "Connects at Ridge" which appears on the small building attached to the west side of Building A.

By: 
Heather Turner, CFPB
Senior Buyer

OFFEROR has examined copy of Addendum #3 to Request for Bid # 48-28JUN07 - Boone County Jail Roof Replacement receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature:  Date: _____
Authorized Representative Printed Name: _____

RFB #: 48-28JUN07

1

7/9/07

American Institute of Architects

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Schwada Builders, Inc., as Principal, hereinafter called the Principal, and Berkley Regional Insurance Company, c/o Berkley Surety Group, Inc. PO Box 1594 Des Moines, IA 50306, duly organized under the laws of the State of Delaware, as Surety, hereinafter called the Surety, is held and firmly bound unto Boone County, as Obligee, hereinafter called the Obligee, in the sum of 5% Percent of the Bid Amount, (5 % of Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Bid#48-28 Jun07 Boone County Jail Roof Replacement

Bid Date: 7/12/07

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of July, A.D. 2007.

Debra Klusmeyer (Witness) Schwada Builders Inc (Principal) (Seal)
Bruce Schwada (Title)

Jenna A. Long (Witness) Berkley Regional Insurance Company (Surety) (Seal)
[Signature] Attorney-in-Fact



AIA[®] Document A305[™] - 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: *Boone County Jail*
 ADDRESS: *2121 County Drive*
Columbia, Mo. 65201

SUBMITTED BY: *Bruce Schwada*
 NAME: *Schwada Builders Inc.*
 ADDRESS: *630 W. Elm Street*
Shelbina, Mo. 63468

PRINCIPAL OFFICE: *Shelbina, Mo.*

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?
27 yrs.

§ 1.2 How many years has your organization been in business under its present business name?
7 yrs

§ 1.2.1 Under what other or former names has your organization operated?
Schwada + Mihalewicz Construction Inc.

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: *April, 2001*

§ 1.3.2 State of incorporation: *Missouri*

§ 1.3.3 President's name: *Bruce Schwada*

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

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.4 Vice-president's name(s)

Ryan Schwada

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

} *Connie Schwada*

§ 1.4 If your organization is a partnership, answer the following: *n/a*

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following: *n/a*

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

State of Missouri

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Project Manager, building erection + general construction

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it? *No*

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? *No*

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? *No*

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Macon United Methodist Church - Rob Rollings - \$ 468,458.⁰⁰ = 50% Complete - End of August
Mark Twain Telephone Co. - Monte Stock Design - \$ 1,500,000.⁰⁰ = 15% Complete - August, 2007
Orschalm - Design Build - \$ 1,076,688.⁰⁰ = 95% Complete

§ 3.4.1 State total worth of work in progress and under contract:

\$ 1,200,000.⁰⁰

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces. 50%

§ 3.5.1 State average annual amount of construction work performed during the past five years:

3.2 million

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Attached

§ 4. REFERENCES

§ 4.1 Trade References:

Butler Mfg. Co.
Riback Supply
Hester Building Systems

§ 4.2 Bank References:

Community State Bank - Shelbina, Mo - Joe Berti
US Bank - Shelbina, Mo - Judy Dimmitt

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Berkley Surety Group

§ 4.3.2 Name and address of agent:

Jeff Werr, Hawkins Ins. Group
Shelbina, Mo. 63468 Phone 573-588-2125

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: See Attached

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

See Attached

Other Assets;

See Attached

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); *See Attached*

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings). *See Attached*

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

*Tina Taggart, Daniels + Taggart
314 S. Elsen
Kirksville, Mo. 63501*

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

§ 6. SIGNATURE

§ 6.1 Dated at this *12th* day of *July, 2007*

Name of Organization:

Schwada Builders Inc.

By:

Bruce Schwada

Title:

President

§ 6.2

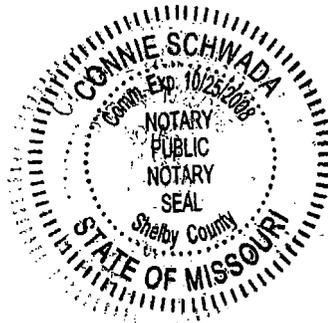
M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this *12th* day of *July* 2007

Notary Public:

Connie Schwada

My Commission Expires: *10-25-08*



Major Products in last 5 years Question 3.5

Ardent Enterprises	\$ 330608.00	Design Build	Macon, MO
Pike County Ambulance	274982.00	M.Kettlekamp	Bowling Green, MO
Our Savior Lutheran	335991.00	Design Build	Monroe City, MO
Samaritan Clinic	479616.00	Stock Design	Macon, MO
Sydenstricker Rocheport	335898.00	Design Build	Rocheport, MO
Albert Enterprises	250681.00		Jefferson City, MO
Moberly Lutheran	522007.00	Design Build	Moberly, MO
Mid Am Building	1,367191.00	Design Build	Moberly, MO
Family Life Center	725946.00	Goodman	Shelbina, MO
Bowling Green Hsg.	396932.00	Chinn	Bowling Green, MO

Question 3.6

Bruce Schwada- President

Bruce has over 34 years building experience. Have been Butler and Lester dealers since 1990. Bruce does all estimates associated with the steel projects.

Steve Shoush-Project Manager

Steve has worked with Butler products for over 30 years and has been with Schwada Builders since we acquired the dealership in 1990. He is a valued employee and can run a job in a very efficient manner.

At this time we employ 25 individuals. Most have a number of years experience with Butler Products.

SCHWADA BUILDERS, INC.

**FINANCIAL STATEMENTS
AND ADDITIONAL INFORMATION
For the Years Ended December 31, 2006 and 2005**

DANIELS & TAGGART
Certified Public Accountants
314 S. Elson
Kirksville, Missouri 63501

DANIELS & TAGGART, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

314 S. Elson, Kirksville, MO 63501
FAX (660) 627-1922

Marcia A. Daniels, CPA
madcpa@swbell.net
(660) 627-7419

Tina M. Taggart, CPA
ttagg@swbell.net
(660) 627-0900

ACCOUNTANTS' REPORT

To the Board of Directors
SCHWADA BUILDERS, INC.
Shelbina, Missouri

We have reviewed the accompanying balance sheets of **SCHWADA BUILDERS, INC.** (an S corporation) as of December 31, 2006 and 2005, and the related statements of income, retained earnings and cash flows for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the owners of **SCHWADA BUILDERS, INC.**

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is to express an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the 2006 and 2005 financial statements in order for them to be in conformity with generally accepted accounting principles.

Our review was made for the purpose of expressing limited assurance that there are no material modifications that should be made to the financial statements in order for them to be in conformity with generally accepted accounting principles. The information included in the accompanying Schedules I and II is presented only for supplementary analysis purposes. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and we are not aware of any material modifications that should be made thereto.

Daniels & Taggart

March 8, 2007

SCHWADA BUILDERS, INC.

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SCHWADA BUILDERS, INC.

Balance Sheets

At December 31,	2006	2005
ASSETS		
CURRENT ASSETS		
Cash in bank	\$ 22,856	\$ 23,089
Contracts receivable	367,902	382,071
Costs and estimated earnings in excess of billings	190,017	22,411
TOTAL CURRENT ASSETS	580,775	427,571
PROPERTY AND EQUIPMENT		
Land and building	85,679	85,679
Butler Franchise	43,900	43,900
Machinery and equipment	227,790	168,006
Trucks and trailers	316,490	258,065
	673,859	555,650
	332,790	294,522
Less accumulated depreciation	341,069	261,128
	\$ 921,844	\$ 688,699
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Current portion long-term debt - City of Shelbina	\$ 3,333	\$ 3,171
Current portion long-term debt - equipment notes	19,853	41,523
Notes payable - line of credit	1	8,655
Billings in excess of costs and estimated earnings	118,438	34,534
Accounts payable	330,703	221,183
Other accrued and payroll taxes payable	97,696	50,451
TOTAL CURRENT LIABILITIES	570,024	359,517
LONGER TERM DEBT		
Notes payable - equipment notes	55,542	62,055
Notes payable - City of Shelbina	57,985	61,823
	113,527	123,878
STOCKHOLDERS' EQUITY		
Common stock	90,000	90,000
Paid in capital	17,847	17,847
Treasury stock	(150,000)	(150,000)
Retained earnings	280,486	247,457
	238,333	205,304
	\$ 921,884	\$ 688,699

See accountants' report and accompanying notes to financial statements.

SCHWADA BUILDERS, INC.

Income Statements

For the Years Ended December 31,	2006		2005	
	Amount	%	Amount	%
CONTRACT REVENUE AND DIRECT COSTS				
CONTRACT REVENUE	\$ 3,288,970	100.0%	\$ 3,814,227	100.0%
DIRECT COSTS				
Materials and job overhead	1,166,761	35.5%	1,772,429	46.5%
Labor	543,231	16.5%	464,533	12.2%
Subcontractors	977,959	29.7%	1,039,002	27.2%
Repairs and maintenance	1,269	0.0%	31,603	0.8%
Gas, oil, and other vehicle expense	33,749	1.0%	46,798	1.2%
Equipment rentals	2,398	0.1%	4,777	0.1%
Taxes and licenses	20,755	0.6%	13,478	0.4%
Insurance	58,377	1.8%	23,658	0.6%
Travel	39,150	1.2%	10,526	0.3%
Medical costs	443	0.0%	771	0.0%
Depreciation	68,849	2.1%	48,445	1.3%
	<u>2,912,941</u>	<u>88.6%</u>	<u>3,456,020</u>	<u>90.6%</u>
GROSS PROFIT	376,029	11.4%	358,207	9.4%
GENERAL AND ADMINISTRATIVE COSTS				
Officer wages	61,296	1.9%	60,424	1.6%
Office wages	80,230	2.4%	53,208	1.4%
Taxes and licenses	15,091	0.5%	10,862	0.3%
Advertising	14,695	0.4%	11,560	0.3%
Legal, accounting and consulting	1,575	0.0%	2,300	0.1%
Telephone	12,389	0.4%	12,036	0.3%
Utilities	4,616	0.1%	3,764	0.1%
Dues, subscriptions, and plans	850	0.0%	780	0.0%
Office expense	19,630	0.6%	9,057	0.2%
Insurance	59,159	1.8%	51,291	1.3%
Small tools and shop expense	27,288	0.8%	23,139	0.6%
Office depreciation expense	2,900	0.1%	4,930	0.1%
Miscellaneous	5,581	0.2%	195	0.0%
TOTAL GEN AND ADMIN EXP	<u>305,300</u>	<u>9.3%</u>	<u>243,546</u>	<u>6.4%</u>
NET INCOME BEFORE OTHER INC	<u>70,729</u>	<u>2.2%</u>	<u>114,661</u>	<u>3.0%</u>
OTHER INCOME (EXPENSE)				
Gain on sale of equipment	10,000	0.3%	9,700	0.3%
Interest expense	(8,935)	-0.3%	(11,829)	-0.3%
TOTAL OTHER INCOME (EXPENSE)	<u>1,065</u>	<u>0.0%</u>	<u>(2,129)</u>	<u>0.0%</u>
NET INCOME	<u>\$ 71,794</u>	<u>2.2%</u>	<u>\$ 112,532</u>	<u>3.0%</u>

See accountants' report and accompanying notes to financial statements.

SCHWADA BUILDERS, INC.

Statements of Retained Earnings

At December 31,	2006	2005
BEGINNING BALANCE, January 1	\$ 247,457	\$ 134,925
Net income	71,794	112,532
Distributions	<u>(38,765)</u>	<u>-</u>
ENDING BALANCE, December 31	<u>\$ 280,486</u>	<u>\$ 247,457</u>

See accountants' report and accompanying notes to financial statements.

SCHWADA BUILDERS, INC.

Statements of Cash Flows

At December 31,	2006	2005
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	\$ 71,794	\$ 112,532
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	71,749	53,375
(Increase) decrease in:		
Contracts receivable	14,169	(87,426)
Costs and estimated earnings in excess of billings	(167,606)	68,018
Increase (decrease) in:		
Notes payable - current portion of long-term debt- Shelbina	162	155
Notes payable - current portion of long-term debt- equipment	(21,670)	(9,481)
Notes payable - line of credit #1	(8,654)	(47,634)
Billings in excess of costs and estimated earnings	83,904	24,346
Accounts payable	109,520	(65,896)
Other accrued and payroll taxes payable	47,245	45,292
NET CASH PROVIDED BY OPERATING ACTIVITIES	200,613	93,281
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of equipment, net of disposals	(151,730)	(88,313)
NET CASH USED BY INVESTING ACTIVITIES	(151,730)	(88,313)
CASH FLOWS FROM FINANCING ACTIVITIES		
Shareholder distributions	(38,765)	-
Additional (reduction) long-term debt	(10,351)	(6,174)
NET CASH USED BY FINANCING ACTIVITIES	(49,116)	(6,174)
NET INCREASE (DECREASE) IN CASH	(233)	(1,206)
CASH AT BEGINNING OF PERIOD	23,089	24,295
CASH AT END OF PERIOD	\$ 22,856	\$ 23,089

See accountants' report and accompanying notes to financial statements.

SCHWADA BUILDERS, INC.

NOTES TO FINANCIAL STATEMENTS

December 31, 2006 and 2005

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of accounting policies of **SCHWADA BUILDERS, INC.**, an S corporation (the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Business Activity

The Company is a general contractor that specializes in commercial and residential construction principally in northern Missouri counties of Shelby, Macon and Linn. Work is performed under fixed-contract and time and material plus contracts which, typically, cover less than one year.

Revenue and Cost Recognition

The Company recognizes revenue from fixed-price construction contracts on the percentage-of-completion method, measured by the cost-to-cost method of income recognition.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, and repairs. General and administrative costs are charged to expense as incurred. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined.

Depreciation

Depreciation is provided principally over straight-line methods over the estimated useful lives of the assets, which range generally from five to seven years.

Income Taxes

The Company with the consent of its shareholders elected to be taxed under Subchapter S of the Internal Revenue Code. Under this election, the Company's federal and state taxable income are passed through to its shareholders, therefore, no provision for income tax has been made in these financial statements.

SCHWADA BUILDERS, INC.

NOTES TO FINANCIAL STATEMENTS

December 31, 2006 and 2005

NOTE B - CONTRACTS RECEIVABLE

Contracts receivable at December 31, 2006 and 2005, consists of:

	<u>2006</u>	<u>2005</u>
Completed contracts	\$ 54,518	\$ 165,251
Contracts in progress	<u>313,384</u>	<u>216,820</u>
	<u>\$ 367,902</u>	<u>\$ 382,071</u>

NOTE C - BACKLOG

Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress at year end and from contracted agreements on which work has not yet begun. At the end of December 2006, the Company had \$1,864,140 in backlog.

NOTE D - COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

	<u>2006</u>	<u>2005</u>
Costs incurred on uncompleted contracts	\$ 877,738	\$ 1,702,322
Estimated earnings	<u>79,856</u>	<u>172,996</u>
	957,594	1,875,318
Billings to date	<u>886,015</u>	<u>1,887,441</u>
	<u>\$ 71,579</u>	<u>\$ (12,123)</u>

These items are included on the accompanying balance sheet under the following captions:

	<u>2006</u>	<u>2005</u>
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 190,017	\$ 22,411
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>118,438</u>	<u>34,534</u>
	<u>\$ 71,579</u>	<u>\$ (12,123)</u>

SCHWADA BUILDERS, INC.

NOTES TO FINANCIAL STATEMENTS

December 31, 2006 and 2005

NOTE E - NOTES PAYABLE

The Company has several notes with for the purchase of equipment. These notes are as follows:

	<u>2006</u>	<u>2005</u>
A John Deere Skid steer is financed with US Bank. This note is payable in monthly installments of \$470.51. Interest is at 4.5% and it is due June 2007	\$ -	\$ 7,517
Equipment is financed with Community State Bank. Interest is at 5.6% and the note renews in January 2006.	-	15,043
A truck is financed with US Bank at 4.75%. It has payments of \$342.40 and is due April 2007	1,042	4,888
A Ford truck is financed with Ford Motor Credit. It is payable in monthly installments of \$652.68 with interest at 5.5%. It is due June 2011.	29,784	
A Jeep financed with Mercantile. It is payable in monthly installments of \$516 at 6.25%. This note is due in September 2009.	16,291	20,818
A Ford truck is financed with US Bank at 6.25%. It is payable in monthly installments of \$556 and is Due January 2010.	-	19,963
A Chevy truck is financed with US Bank at 5.15%. This note is payable in monthly installments of \$315. It is due August 2010.	12,201	15,216
A 2005 Chevy truck was financed with US Bank. This note is payable in monthly installments of \$415. Interest is at 5.5% and it is due August 2010.	<u>16,077</u>	<u>20,133</u>
	75,395	103,578
Less current portion	<u>(19,853)</u>	<u>(41,523)</u>
	<u>\$ 55,542</u>	<u>\$ 62,055</u>

NOTE F - LINE OF CREDIT

The Company has a credit line of \$60,000 each with Community State Bank in Shelbyville. This credit line bears interest at 6.6% and renews in June 2007. It is secured by the personal guarantee of the stockholder. At December 31, 2006 and 2005, \$1 and \$8,655 was borrowed on this line.

SCHWADA BUILDERS, INC.

NOTES TO FINANCIAL STATEMENTS

December 31, 2006 and 2005

NOTE G - BUILDING NOTE

The Company has a note payable with the City of Shelbina for the office and shop building. The note bears interest at 8.36% and is payable in monthly installments of \$340.66. It is due June 19, 2020.

Note payments over the next five years for the building note and the equipment notes payable combined are:

	<u>Eq. Notes</u>	<u>Bldg. Note</u>	<u>Total</u>
2007	\$19,853	\$3,333	\$44,694
2008	19,954	3,503	24,777
2009	20,309	3,683	23,065
2010	12,107	3,871	19,570
2011	3,172	4,069	8,673

SCHWADA BUILDERS, INC.

Schedule I - Schedule of Construction in Progress

December 31, 2006

Construction Project	TOTAL CONTRACT			FROM INCEPTION TO DECEMBER 31, 2006					AT DECEMBER 31, 2006		Cost to Cost %
	Revenues	Est. Gross Profit	Estimated Costs	Revenues Earned	Cost of Revenues	Gross Profit	Billed To Date	Est Costs To Complete	Costs In Excess of Billings	Billings In Excess of Costs	
6012 Orscheln Products LLC	1,038,783	88,464	950,319	484,918	443,622	41,296	601,756	506,697	-	116,838	46.68%
6018 CSE Construction	194,584	20,848	173,736	169,618	151,445	18,173	155,151	22,291	14,467	-	87.17%
6019 Hawkins-Milner LLC	48,203	7,855	40,348	38,524	32,246	6,278	39,753	8,102	-	1,229	79.92%
6020 Ronald Janes II	51,561	7,072	44,489	44,878	38,723	6,155	28,142	5,766	16,736	-	87.04%
6023 Mark Twain Rural Telephone	1,402,818	16,562	1,386,256	158,814	156,939	1,875	-	1,229,317	158,814	-	11.32%
6025 Mark Twain Rural Telephone	85,785	8,570	77,215	60,841	54,763	6,078	61,213	22,452	-	371	70.92%
	<u>2,821,734</u>	<u>149,371</u>	<u>2,672,363</u>	<u>957,594</u>	<u>877,738</u>	<u>79,856</u>	<u>886,015</u>	<u>1,794,625</u>	<u>190,017</u>	<u>118,438</u>	

SCHWADA BUILDERS, INC.

Schedule II - Completed Contracts

For the Year Ended December 31, 2005

	CONTRACT TOTALS			AT DECEMBER 31, 2005			AT DECEMBER 31, 2006		
	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit
5022 Shelbina Christian Church	733,502	650,651	82,851	245,498	224,608	20,890	488,004	426,043	61,961
5029 Zion Lutheran Church	522,007	441,370	80,637	426,794	381,311	45,483	95,213	60,059	35,154
5036 Trophy Country	195,061	172,116	22,945	158,851	143,862	14,989	36,210	28,254	7,956
5053 Mid Am Building Supply Inc.	1,383,002	1,222,416	160,586	998,895	911,339	87,556	384,107	311,077	73,030
5072 Clarence Care Center	206,866	179,130	27,736	45,280	41,202	4,078	161,586	137,928	23,658
6011 Pepsi Cola Bottling Co.	94,587	84,361	10,226	-	-	-	94,587	84,361	10,226
6010 Jerry Wood	172,442	150,161	22,281	-	-	-	172,442	150,161	22,281
6002 Raymond Bono	34,830	27,828	7,002	-	-	-	34,830	27,828	7,002
6008 Bowling Green Hsg. Authority	396,932	352,654	44,278	-	-	-	396,932	352,654	44,278
Small jobs & warranty work	467,465	456,838	10,627	-	-	-	467,465	456,838	10,627
	<u>4,206,693</u>	<u>3,737,525</u>	<u>469,168</u>	<u>1,875,317</u>	<u>1,702,322</u>	<u>172,995</u>	<u>2,331,376</u>	<u>2,035,203</u>	<u>296,173</u>

SCHWADA BUILDERS, INC. (formerly SCHWADA & MIHALEVICH, INC.)

Balance Sh

At December 31,	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994
ASSETS													
CURRENT ASSETS:													
Cash in bank	\$ 22,856	\$ 23,089	\$ 24,295	\$ 141,923	\$ 1,833	\$ 105,913	\$ 18,832	\$ 35,696	\$ 19,268	\$ 31,714	\$ 795	\$ 48,091	\$ 9,543
Contracts receivable	367,902	382,071	294,645	324,659	232,624	346,837	401,787	321,469	163,347	158,644	174,487	78,598	105,831
Costs in excess	190,017	22,411	90,429	11,974	18,014	49,975	5,812	5,675	2,231	4,920	21,588	44,075	-
Due from SMS, Inc.	-	-	-	-	-	-	-	-	19,415	-	-	-	-
Prepaid insurance	-	-	-	-	-	-	-	-	7,649	-	-	-	-
TOTAL CURRENT ASSETS	580,775	427,571	409,369	478,556	252,471	502,725	426,431	362,840	211,910	195,278	196,870	170,764	115,374
PROPERTY AND EQUIPMENT:													
Land and building	85,679	85,679	85,679	85,679	85,679	85,679	85,679	6,790	-	-	-	-	-
Butler Franchise	43,900	43,900	43,900	43,900	43,900	43,900	43,900	43,900	43,900	43,900	43,900	43,900	43,900
Machinery and equipment	227,790	168,006	148,131	162,283	153,108	133,864	75,063	72,513	31,273	43,799	42,232	39,039	39,039
Trucks and trailers	316,490	258,065	216,327	211,921	129,009	103,185	84,203	101,198	97,450	97,450	76,112	103,784	60,404
	673,859	555,650	494,037	503,783	411,696	366,628	288,845	224,401	172,623	185,149	162,244	186,723	143,343
Less accumulated depreciation	332,790	294,522	267,847	258,080	217,024	181,187	155,719	135,106	112,434	104,177	82,129	95,542	102,119
	341,069	261,128	226,190	245,703	194,672	185,441	133,126	89,295	60,189	80,972	80,115	91,181	41,224
	\$ 921,844	\$ 688,699	\$ 635,559	\$ 724,259	\$ 447,143	\$ 688,166	\$ 559,557	\$ 452,135	\$ 272,099	\$ 276,250	\$ 274,985	\$ 261,945	\$ 156,598
LIABILITIES AND SHAREHOLDER'S EQUITY													
CURRENT LIABILITIES													
Notes payable - current	\$ 3,333	\$ 3,171	\$ 3,016	\$ 2,870	\$ 2,719	\$ 2,586	\$ 2,460	\$ -	\$ 8,571	\$ 18,571	\$ 26,786	\$ -	\$ -
Notes payable - equipment	19,853	41,523	56,289	59,236	42,480	52,456	46,456	60,000	60,000	30,000	-	35,000	9,350
Notes payable - line of credit	1	8,655	51,004	47,746	43,686	26,913	9,000	32,202	-	-	-	-	-
Notes payable - stock	-	-	-	-	-	-	60,000	-	-	-	-	-	-
Notes payable - line of credit #2	-	-	-	-	-	15,000	-	-	-	-	-	-	-
Billings in excess	118,438	34,534	10,188	18,944	2,373	51,554	65,090	5,697	3,035	377	6,763	57,832	3,801
Accounts payable	330,703	221,183	287,079	314,742	129,851	194,391	272,333	185,368	36,296	37,959	76,737	18,636	82,382
Other accrued and payroll taxes pay	97,696	50,451	5,159	569	3,302	3,083	3,281	3,886	2,954	1,446	2,300	4,413	7,226
TOTAL CURRENT LIABILITIES	570,024	359,517	412,735	444,107	224,411	345,983	458,620	287,153	110,856	88,353	112,586	115,881	102,759
NOTES PAYABLE - LONG TERM	113,527	123,878	130,052	176,317	122,771	93,343	76,160	-	-	-	-	-	-
SHAREHOLDER'S EQUITY													
Capital stock	90,000	90,000	90,000	190,000	90,000	190,000	90,000	30,000	30,000	30,000	30,000	30,000	30,000
Paid in capital	17,847	17,847	17,847	17,847	17,847	17,847	17,847	17,847	17,847	17,847	17,847	17,847	17,847
Treasury stock	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	-	-	-	-	-	-
Retained earnings	280,486	247,457	134,925	45,988	142,114	190,993	66,930	117,135	113,396	140,050	116,552	98,217	5,992
	238,333	205,304	92,772	103,835	99,961	248,840	24,777	164,982	161,243	187,897	164,399	146,064	53,839
	\$ 921,884	\$ 688,699	\$ 635,559	\$ 724,259	\$ 447,143	\$ 688,166	\$ 559,557	\$ 452,135	\$ 272,099	\$ 276,250	\$ 274,985	\$ 261,945	\$ 156,598
Working capital ratio	1.0	1.2	1.0	1.1	1.1	1.5	0.9	1.3	1.9	2.2	1.7	1.5	1.1
Working Capital	10,751	68,054	(3,366)	34,449	28,060	156,742	(32,189)	75,687	101,054	106,925	84,284	54,883	12,615
Assets to Equity	3.9	3.4	6.9	7.0	4.5	2.8	22.6	2.7	1.7	1.5	1.7	1.8	2.9

Historical information - see accountants' report.

Income Statements

For the Years Ended December 31,	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994
CONTRACT REVENUE	\$ 3,288,970	\$ 3,814,227	\$ 2,886,786	\$ 2,768,206	\$ 3,389,285	\$ 2,732,295	\$ 2,629,508	\$ 2,990,075	\$ 2,197,974	\$ 2,507,960	\$ 3,398,851	\$ 2,329,636	\$ 1,956,260
DIRECT COSTS													
Materials	1,166,761	1,772,429	988,942	924,827	1,192,143	543,836	598,357	623,411	530,204	797,365	761,723	1,117,990	747,374
Labor	543,231	464,533	502,238	396,634	405,126	410,745	400,084	566,957	245,991	230,961	232,071	205,079	171,630
Subcontractors	977,959	1,039,002	839,055	1,024,745	1,240,313	1,259,315	1,181,359	1,361,241	1,090,302	1,124,527	1,981,827	630,212	574,048
Repairs and maintenance	1,269	31,603	13,534	7,866	8,605	5,838	6,355	7,492	1,082	5,030	1,929	9,180	5,277
Gas, oil and other vehicle expense	33,749	46,798	54,345	54,358	45,618	49,847	39,736	14,474	15,738	12,441	17,881	5,690	15,083
Equipment rentals	2,398	4,777	7,962	3,708	8,439	4,007	19,529	9,152	18,474	10,528	5,147	-	7,772
Taxes and licenses	20,755	13,478	51,219	46,474	41,411	25,727	48,011	41,139	23,669	23,560	27,645	37,694	26,340
Bond fees and permits	-	-	337	15,283	8,040	14,651	5,537	200	100	4,273	19,453	-	-
Insurance	58,377	23,658	62,770	57,720	43,023	32,287	31,633	60,673	36,932	39,850	35,051	46,623	75,847
Travel	39,150	10,526	4,200	1,500	1,800	-	6,441	7,096	11,600	14,500	17,700	11,500	11,500
Medical costs	443	771	432	727	1,536	418	730	614	2,844	-	-	-	-
Depreciation	68,849	48,445	39,639	40,715	32,344	21,550	20,476	23,195	21,963	24,610	23,404	25,753	18,493
	2,912,941	3,456,020	2,564,673	2,574,557	3,028,398	2,368,221	2,358,248	2,715,644	1,998,899	2,287,645	3,123,831	2,089,721	1,653,364
GROSS PROFIT	376,029	358,207	322,113	193,649	360,887	364,074	271,260	274,431	199,075	220,315	275,020	239,915	302,896
GENERAL AND ADMINISTRATIVE EXPENSE													
Officer wages	61,296	60,424	36,040	34,447	35,000	34,967	41,138	70,096	77,231	104,000	62,000	120,200	173,122
Office wages	80,230	53,208	66,572	113,408	125,431	88,875	77,003	21,909	8,509	18,503	15,599	-	-
Payroll taxes and work comp	15,091	10,862	4,133	4,743	7,278	16,532	8,421	2,471	10,039	9,760	6,208	-	-
Advertising	14,695	11,560	7,995	7,915	7,935	5,558	4,872	8,910	6,077	6,297	5,819	3,987	3,901
Legal, accounting and consulting	1,575	2,300	11,309	24,849	94,967	2,241	2,917	1,885	1,400	2,292	1,800	13,138	93,424
Telephone	12,389	12,036	15,372	15,236	16,692	13,182	12,811	12,635	10,113	10,080	11,053	3,489	3,464
Utilities	4,616	3,764	3,964	4,166	3,479	6,036	3,296	5,080	2,135	2,140	2,372	7,053	6,075
Consulting fees	-	-	-	-	-	-	-	-	1,600	11,000	62,000	-	240
Dues, subscriptions, and plans	850	780	1,357	1,658	3,636	5,446	3,780	3,825	4,312	3,080	3,882	895	1,419
Office expense	19,630	9,057	24,924	12,307	19,038	18,767	11,609	6,917	5,771	6,206	14,910	25,092	19,453
Travel and entertainment	-	-	-	-	700	1,987	2,555	4,370	3,200	1,088	1,257	-	2,516
Rent	-	-	-	-	172	100	100	1,200	1,350	1,800	5,298	4,437	-
Lease expense	-	-	-	-	-	47	16,223	14,858	12,988	-	-	-	-
Insurance	59,159	51,291	33,175	26,096	20,238	12,696	10,099	9,311	9,804	6,412	-	-	-
Small tools and shop expense	27,288	23,139	25,340	20,473	22,173	24,306	13,464	19,087	17,693	-	-	-	-
Depreciation expense - office	2,900	4,930	9,128	3,641	3,493	3,918	4,836	3,730	4,901	-	-	-	-
Miscellaneous	5,581	195	3,429	924	75	331	-	416	222	278	19,778	876	3,566
TOTAL GENERAL AND ADMIN EXP	305,300	243,546	242,738	269,863	360,307	234,942	196,948	188,065	179,215	195,924	211,976	179,167	307,180
NET INC BEFORE OTHER INC (EXP)	70,729	114,661	79,375	(76,214)	580	129,132	74,312	86,366	19,860	24,391	63,044	60,748	(4,284)
OTHER INCOME (EXPENSE)													
Other income	10,000	9,700	38,910	3,753	3,396	6,647	5,809	-	5,348	252	536	-	7,876
Interest expense	(8,935)	(11,829)	(19,348)	(13,744)	(20,355)	(11,716)	(12,662)	(5,527)	(2,962)	(1,145)	(1,245)	(853)	(186)
TOTAL OTHER INCOME (EXPENSE)	1,065	(2,129)	19,562	(9,991)	(16,959)	(5,069)	(6,853)	(5,527)	2,386	(893)	(709)	(853)	7,690
NET INCOME	\$ 71,794	\$ 112,532	\$ 98,937	\$ (86,205)	\$ (16,379)	\$ 124,063	\$ 67,459	\$ 80,839	\$ 22,246	\$ 23,498	\$ 62,335	\$ 59,895	\$ 3,406
Gross Profit % on Revenue	11.43%	9.39%	11.16%	7.00%	10.65%	13.32%	10.32%	9.18%	9.06%	8.78%	8.09%	10.30%	15.48%
Gross Profit % on Cost	12.91%	10.36%	12.56%	7.52%	11.92%	15.37%	11.50%	10.11%	9.96%	9.63%	8.80%	11.48%	18.32%
Gen & Admin Exp as a % of Revenue	9.28%	6.39%	8.41%	9.75%	10.63%	8.60%	7.49%	6.29%	8.15%	7.81%	6.24%	7.69%	15.70%
Net Income %	2.18%	2.95%	3.43%	-3.11%	-0.48%	4.54%	2.57%	2.70%	1.01%	0.94%	1.83%	2.57%	0.17%

Historical information - see accountants' report.

PROJECTS - SCHWADA BUILDERS, INC.

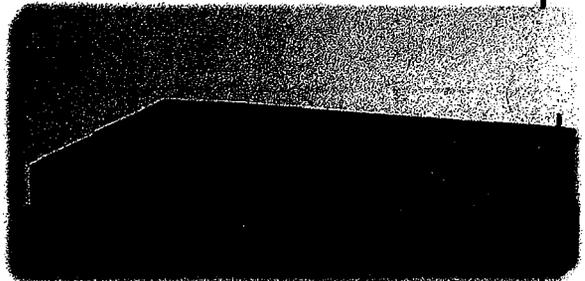
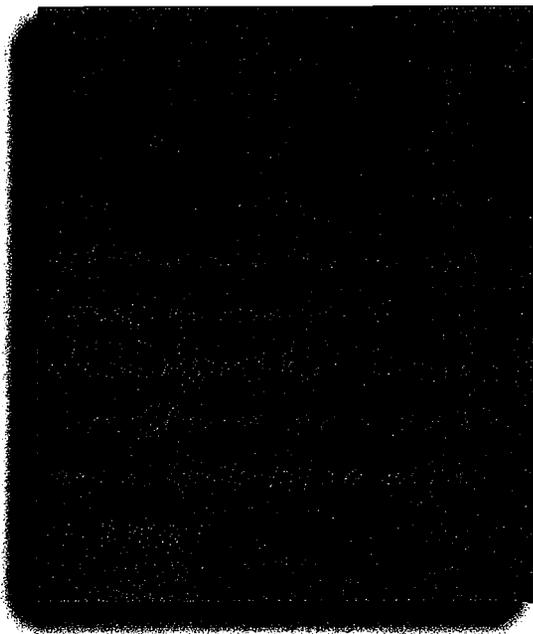
<u>Job Name</u>	<u>City</u>	<u>Description</u>
ABCO	Jefferson City, MO	Strip Mall
Ardent Outdoors	Macon, MO	Manufacturing Facility
Hawkins Theatre	Shelbina, MO	Theatre/Performing Arts
Bentz GM Country	Macon, MO	Car Dealership
Family Life Center	Shelbina, MO	Multi-purpose center
First Baptist Church	Macon, MO	Church Addition
Pike County Ambulance Facility	Bowling Green, MO	New Ambulance Facility
C & R Market	Bowling Green, MO	Grocery Store
C & R Market	Palmyra, MO	Grocery Store
C & R Market	Shelbina, MO	Grocery Store
Cerro Flow	Shelbina, MO	Office/Warehouses
City of Shelbina	Shelbina, MO	New City Hall
Clarence Kids Center	Clarence, MO	Daycare Facility
Clarence Nursing Home	Clarence, MO	Community Center
Community State Bank	Shelbina, MO	New Bank Facility
Community State Bank	Clarence, MO	New Bank Facility
Intermet	Palmyra, MO	Manufacturing Facility
Total Family Health Care	Macon, MO	Healthcare Facility
Legget & Platt	Monroe City, MO	Warehouse
Madison Community Center	Madison, MO	Community Center
Mid Am Building Supply Co.	Moberly, MO	Warehouses
MoDot	Macon, MO	Maintenance Bldg
MoDot	Hannibal, MO	Maintenance Bldg
Orscheln Products, LLC	Moberly, MO	Manufacturing addition
South Plaza Properties	Mexico, MO	Office Complex
Our Savior Lutheran Church	Monroe City, MO	New Church
Pamida	Monroe City, MO	Store
Pratt's Car Wash	Shelbina, MO	Car Wash
P & D Electric	Hannibal, MO	Office/Shop

Prenger's Quick Lube	Macon, MO	Lube & Tire Shop
Prenger's Laser Wash	Macon, MO	Car Wash
Rock Hill Mechanical	Macon, MO	Manufacturing Facility
Shelby County Health Dept.	Shelbyville, MO	Healthcare Facility
Shiloh Christian Ranch	Clarence, MO	New Home
Chris Shoemaker Investments	Macon, MO	Office/Strip Mall
Shelbina Lakeside Golf Course	Shelbina, MO	Clubhouse/Community Rm
USDA Building	Shelbyville, MO	Office Building
USDA Building	Macon, MO	Office Building
Dr. Philip Stitzer	Moberly, MO	Office Complexes
Sydenstricker Truck & Tractor	Macon, MO	Warehouse
Sydenstricker Lawn & Tractor	Macon, MO	Offices/Showroom
Sydenstricker, Inc.	Rocheport, MO	Shop Buildings
Total Family Healthcare	Macon, MO	Clinic
Zion Lutheran Church	Moberly, MO	Fellowship Hall Addition

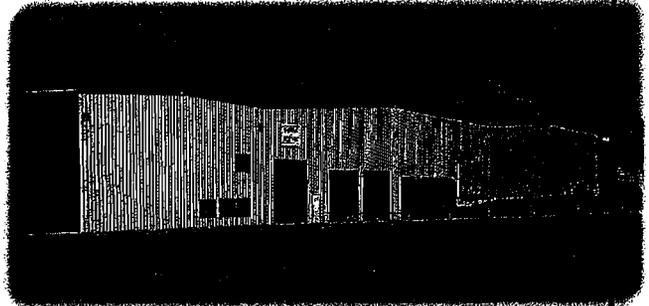
Schwada BUILDERS, INC.

QUALITY, INTEGRITY, DEPENDABILITY, AND DIVERSITY
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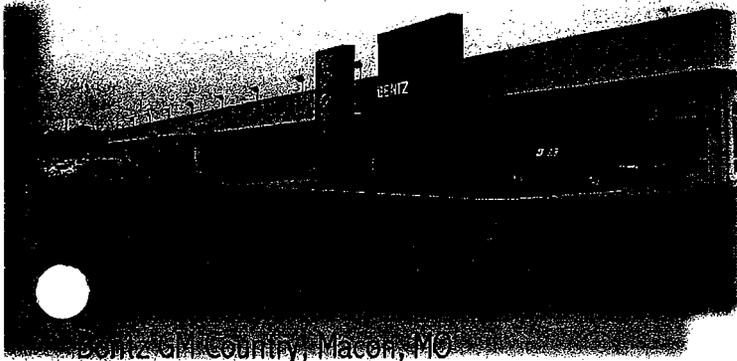
P.O. Box 487
SHELBYNA, MO. 63468
OFFICE: 573-588-4079
FAX: 573-588-7605



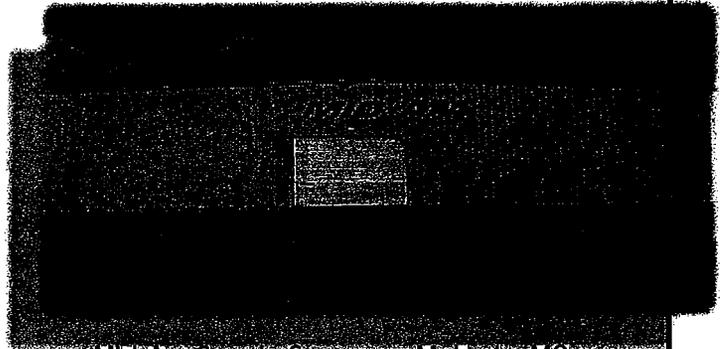
Accutherm Addition, Monroe City, MO



Cerro Addition (east side) Shelbina, MO



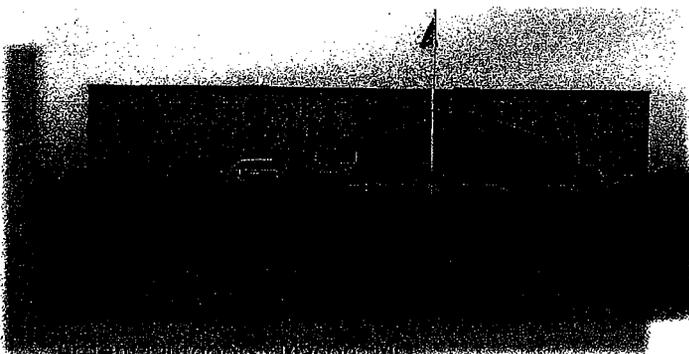
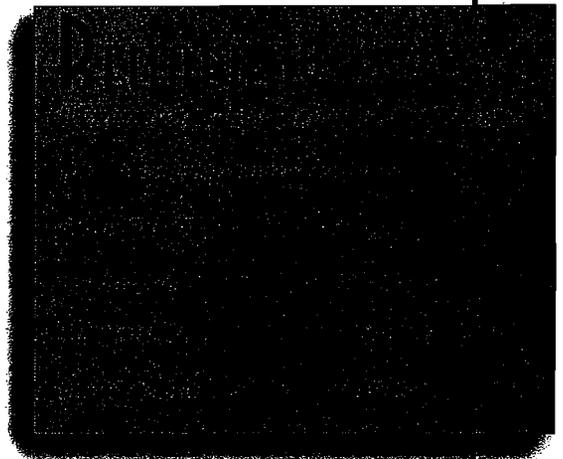
Benz Oil Country, Macon, MO



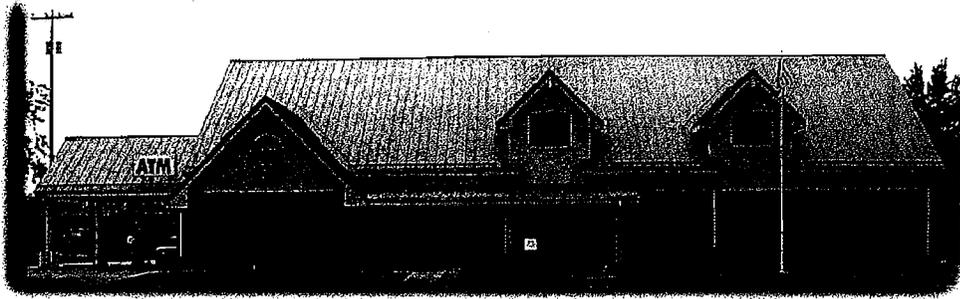
Mid-Am Supply Company, Moberly, MO



Rock Hill Mechanical Corp., Macon, MO.



Ardent Outdoors, Macon, MO



Community State Bank, Shelbina, MO- 1999
6,000 sq. ft.- \$800,000.00





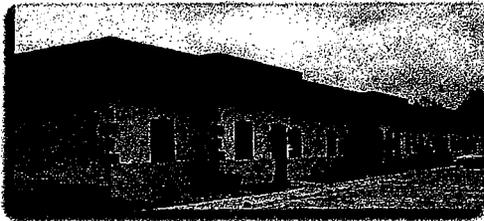
P & D Electric - Hannibal, MO - 8,400 sq ft



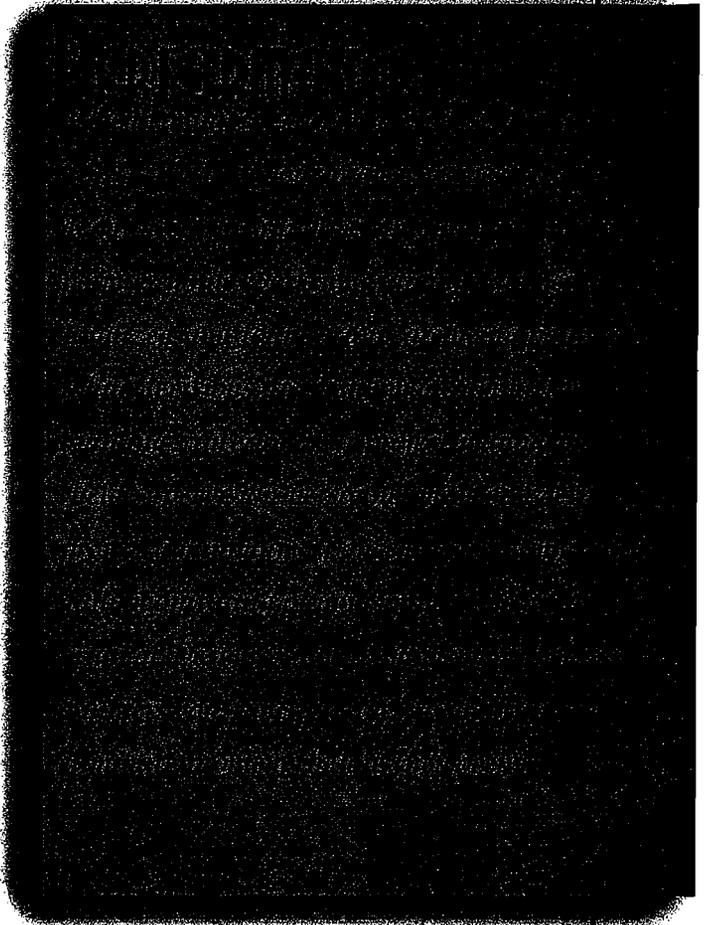
Shelbina Lakeside Golf Course, Shelbina, MO



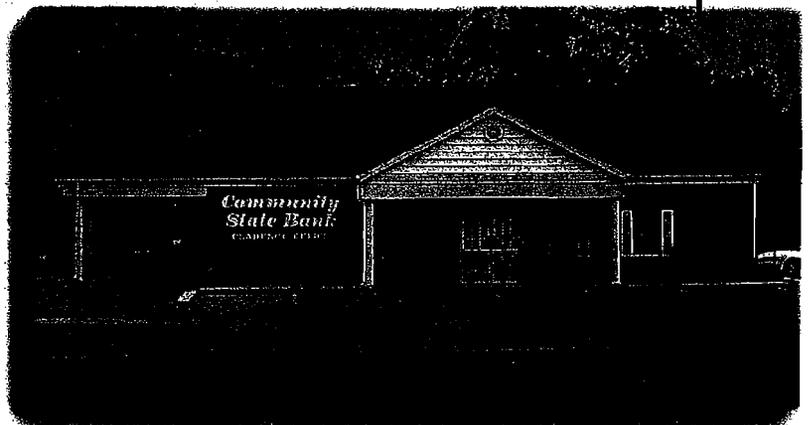
USDA Building, Shelbyville, MO



Dr. Stitzer's Office, Moberly, MO - 1998
15,000 sq. ft. - \$1,300,000.00



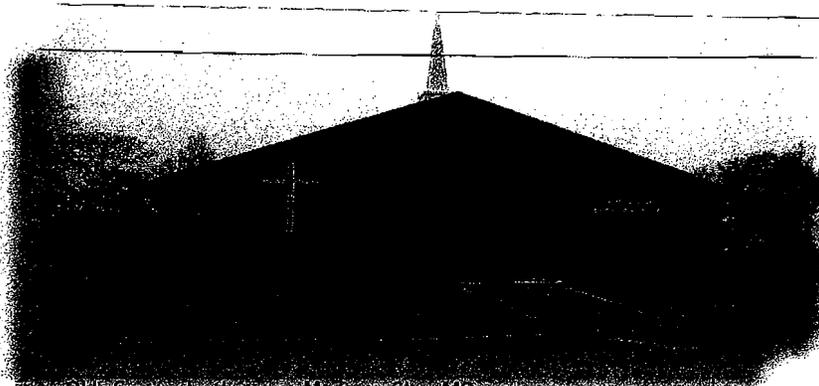
City Hall, Shelbina, MO - 3,000 sq. ft.



Community State Bank, Clarence, MO.



Baptist Church Addition, Cairo, MO



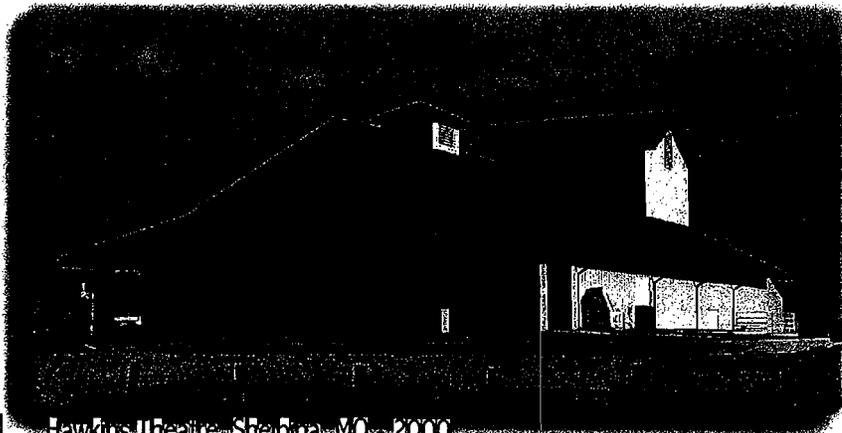
Our Savior Lutheran, Monroe City, MO



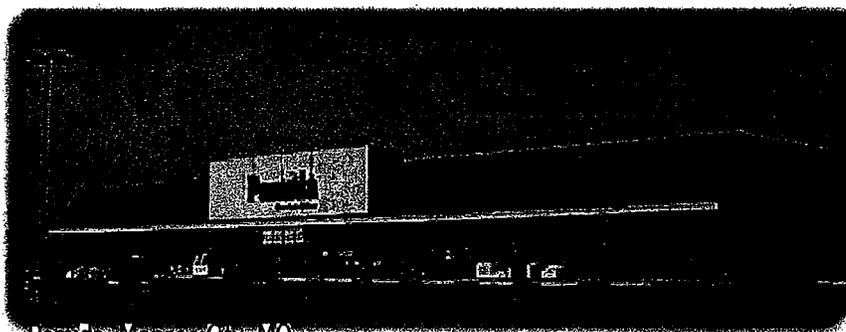
Zion Lutheran Church, Moberly, MO



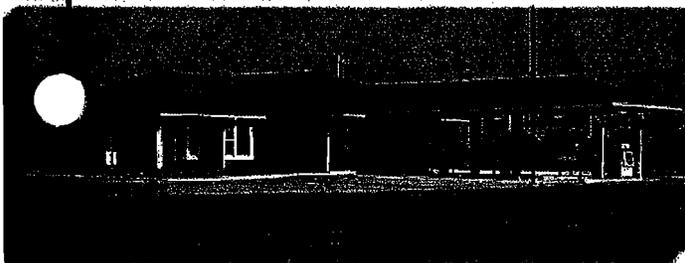
Wal-Mart Supercenter, Brookfield, MO



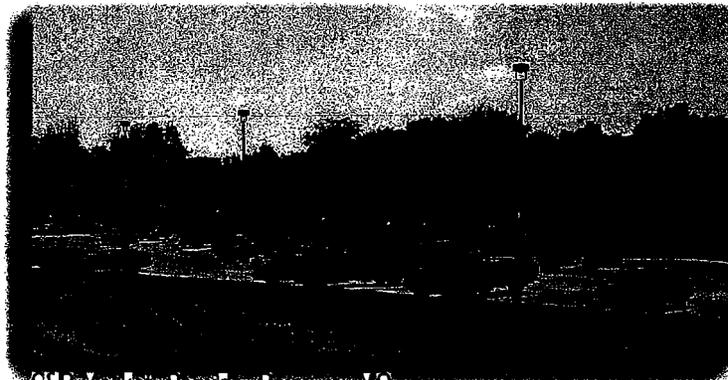
Hawkins Theatre, Sherbina, MO - 2000
8,000 sq. ft. - \$800,000.00



Pamida, Monroe City, MO



Madison-Hunnewell Bank, Monroe City, MO - \$500,000.00



C&R Market, Pamida, Pamyra, MO



C&R Market, Bowling Green, MO

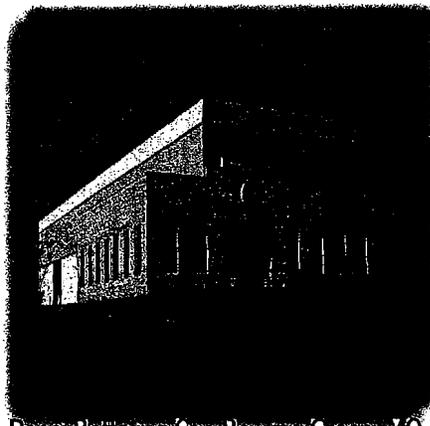


Prenger's Quick Lube, Macon, MO

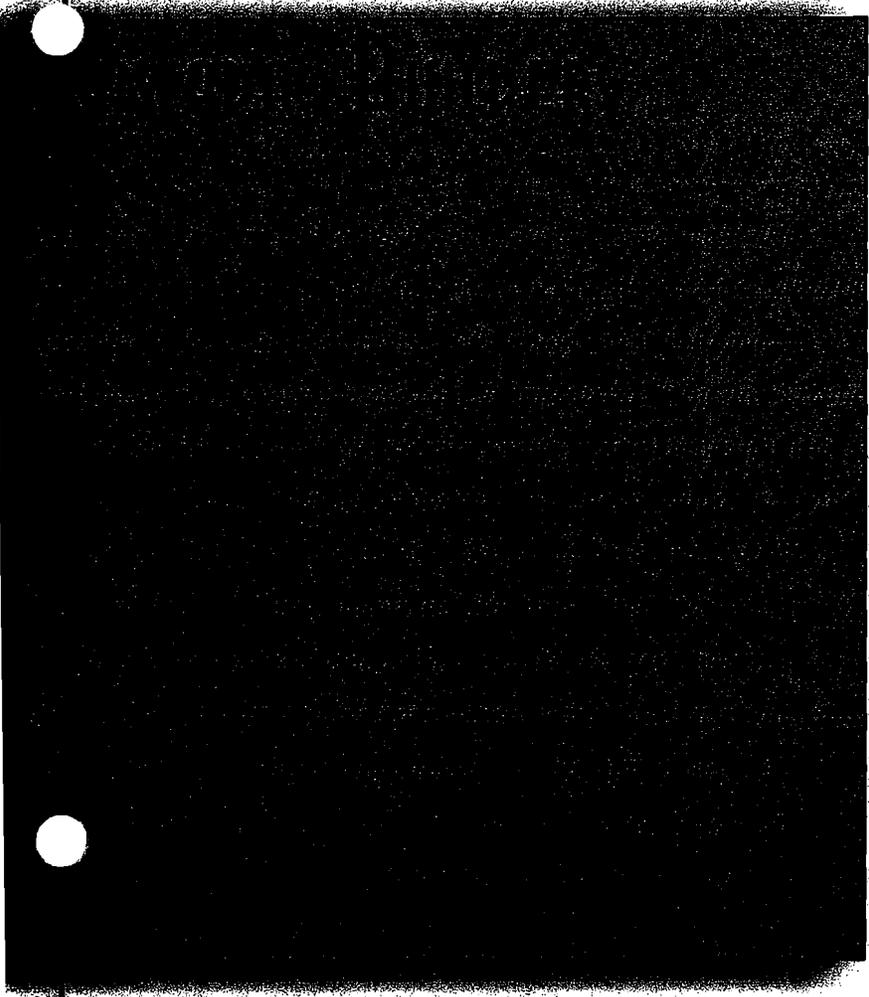


C&R Market, Shelbina, MO - 1998

16,000 sq. ft. - \$800,000.00



Pepsi Bottling Co., Bowling Green, MO



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BUILDERS, INC.



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SCHWADA BUILDERS, INC.
P.O. Box 487
Shelbina, MO 63468
Phone 573-588-4079 FAX 573-588-7605

July 16, 2007

RTI Consultants
7903 West 83rd Street
Overland Park, Kansas 66204

Project: Boone County Jail Roof Replacement

Attention: Gary Byars

Gary or Mike, as per our conversation I bid the Snow Guard as per plan and not as per the bid form. Alternate number three should read \$34,250.00. I apologize for the misunderstanding.

Thanks,

Bruce Schwada
Schwada Builders, Inc.



BOONE COUNTY, MISSOURI
Request for Bid #: 48-28JUN07 – Boone County Jail Roof Replacement

ADDENDUM #3 - (Issued July 9, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. Change the last sentence of the first paragraph of Section 00100, Bid Solicitation to read:
"Bids will be opened shortly after 1:30 p.m. in the Boone County Johnson Building, Room 213, 601 E Walnut."
2. Add the following paragraph to Section 07415, 2.04 A.
"4. Owner has selected the finish color to be Berridge Medium Bronze"
3. Add the following paragraph to Section 07415, 2.05 A.
"3. Owner has selected the finish color to be Berridge "Medium Bronze"
4. Revise Note 3 on drawings 7047-R1, 7047-R2, 7047-R3, and 7047-R4 to read:
"3. Metal Roofing Contractor shall paint all existing penthouse louvers and skylight frames to match color of new metal panels. Use Sherwin Williams W/B primer B66-310 Series (5-10 mils wet, 2-4 mils dry) and two coats of Sherwin Williams Industrial Enamel HS, B54Z400 Series (2-4 mils dry per coat). The cost of repainting skylight frames shall be included with the cost of repainting penthouse louvers in Bid Item D.
5. Revise Drawing 7047-R2, as follows:
Delete note "Connets at Ridge" which appears on the small building attached to the west side of Building A.

By: 
Heather Turner, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #3 to Request for Bid # 48-28JUN07 – Boone County Jail Roof Replacement receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____
Authorized Representative Printed Name: _____



BUILDING SYSTEMS DESIGN AND MANAGEMENT

Addendum # 2

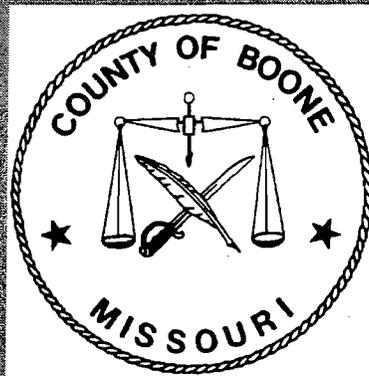
PROJECT MANUAL

BOONE COUNTY JAIL ROOF REPLACEMENT

Bid Number: 48-28JUN07

May 2007 (revised June 2007)

RTI No. 7047



Note that attendance of a pre-bid conference on June 14, 2007 or July 6, 2007 at the project site is a prerequisite for acceptance of a bid.

RTI Consultants has prepared these specifications for the sole use of Boone County Missouri and their use in the subject project. Boone County Missouri and those approved contractors may copy these documents to the extent necessary to fulfill the requirements of this specification.

BID SOLICITATION
Bid Number: 48-28JUN07

PROJECT: Boone County Jail Roof Replacement
2121 County Drive
Columbia, Missouri 65202

OWNER: Boone County, Missouri
5551 Hwy 63 South
Columbia, Missouri 65201

CONSULTANT: RTI Consultants
7903 West 83rd Street
Overland Park, Kansas 66204-3647
913.649.6565 (O) 913.649.6566 (F)

Contractors are invited to submit a lump sum bid, on Bid Form provided for a General Contract for the above project. Sealed bids will be accepted until 1:15 p.m. local time on Thursday, July 12, 2007 at the Boone County Purchasing Office, Boone County Johnson Building, Room 208, 601 E. Walnut, Columbia, MO 65201. Bids received after this time will not be accepted. Bids will be opened shortly after 1:30 p.m. in the Boone County Commission Chambers, 801 E. Walnut, Columbia, MO.

Bidding documents may be obtained from Docucopy, LLC, 3334 Brown Station Road, Columbia, MO 65202, telephone: (573) 814-1700 on payment of a non-refundable deposit of \$50.00 payable to Boone County in the form of a check or money order.

A second pre-bid conference and site visit will be held at 10:00 a.m. on Friday, July 6, 2007 at the Project site. **Attendance of one of the meetings and site visit is prerequisite to acceptance of bid.**

Project consists primarily of the replacement of a metal panel roof system consisting of approximately 58,900 square feet. Base bid of the project is to remove the existing metal panel roof system and install a new structural metal panel roof system with an Alternate to overlay the existing metal panel roof system. This project will include the removal of concertina wire at the roof surface and wire fencing at grade. The project also includes the repainting of multiple metal pent house louvers and repainting of the concertina wire structural supports. Contractor shall be advised that stringent security measures shall be enforced.

Bid shall be accompanied with bid security in the amount of five percent of the total Bid, including alternates if applicable, in form of a Bid Bond in accordance with the Instructions to Bidders.

Bidder agrees to begin Work on August 15, 2007 and complete all work by November 15, 2007.

It is the Owner's intent to award a contract by July 26, 2007.

Bids are to be submitted under a condition of irrevocability for a period of sixty days after submission.

Prevailing Wage applies to this project. In order to view, download, and print the current prevailing wage statement, go to www.showmeboone.com/purchasing and click on "current prevailing wage". Once bids are opened, bid tabulations and bid awards can be viewed and downloaded from the Boone County Web Page at <http://www.showmeboone.com>. The Bidders are also advised that liquidated damages shall apply to this Project as stated in Section 00800 - Supplementary General Conditions.

Owner reserves the right to accept any Bid, to waive irregularities in bids and in bidding, and to reject any or all bids.

END OF SECTION 00100

BID FORM
Bid Number: 48-28JUN07

PROJECT: Boone County Jail Roof Replacement
2121 County Drive
Columbia, Missouri 65201

OWNER: Boone County, Missouri
5551 Hwy 63 South
Columbia, Missouri 65201

FROM: (Name) _____
(Address) _____
(Telephone) _____ (Fax) _____ (E-mail) _____

Bidder, having examined Bidding Documents and Contract Documents prepared by RTI Consultants, 7903 West 83rd Street, Overland Park, Kansas 66204, and having personally inspected the actual location of Work and local sources of supply, is confident of quantities and conditions, and understands that in signing this Bid, the right to plead misunderstandings regarding same is waived.

Bidder acknowledges receipt of Addenda Nos. ____ through ____ inclusive, and has considered requirements of Addenda and incorporated these requirements and all cost thereto in Bid.

Bidder agrees to accept provisions Instructions to Bidders and Supplementary Instructions to Bidders regarding disposition of Bid Security.

Bidder agrees that Owner reserves the right to accept or reject any or all Bids, Alternates, or Unit Prices, to reject a Bid not accompanied by required bid security or by data required by Bidding Documents, to reject a Bid which is in any way incomplete or irregular, and to waive irregularities in Bids received and minor discrepancies in bidding procedures.

Bidder agrees, if awarded a Contract, to enter into a Contract with the Owner on the terms stated in Bid, and to execute Agreement within ten days after receipt of proposed Agreement Form, and to furnish required Bonds and Certificates of Insurance within fourteen days from date of Agreement.

Item A: Removal and replacement of existing metal panel roof as specified.

The lump sum of _____ Dollars
(\$ _____).

Item B: Replacement of all metal gutters and downspouts.

The lump sum of _____ Dollars
(\$ _____).

Item C: Replacement of penthouse metal wall panels.

The lump sum of _____ Dollars
(\$ _____).

Item D: Repainting of penthouse louvers.

The lump sum of _____ Dollars
(\$ _____).

Item E: Removal and replacement of Pump House roof and installation of new metal panel roof.

The lump sum of _____ Dollars
(\$ _____).

OPTION ONE BID (Sum of items A + B + C + D+E)

The lump sum of _____ Dollars
(\$ _____).

ALTERNATES (Enter amount to "add to" "deduct from" or "no change" to Option One Bid)

- 1. Overlay of existing metal panel roof system as specified.

The lump sum of _____ Dollars
(\$ _____). "add to" / "deduct from" / "no change" (**circle one**)

- 2. Repainting of wall mounted fencing support posts.

The lump sum of _____ Dollars
(\$ _____). "add to" / "deduct from" / "no change" (**circle one**)

- 3. Install specified snow guards at perimeter of all roof areas in lieu of at entry doors only as indicated.

The lump sum of _____ Dollars
(\$ _____). "add to" / "deduct from" / "no change" (**circle one**)

UNIT PRICES

- 1. Cost for replacement of (damaged) existing batt insulation per square foot.
\$ _____ Per square foot

NOTE: Bidder hereby certifies that the following Subcontractors and manufacturer will be used in performance of Work. Failure to list subcontractors for each category of Work identified on this form may be grounds for rejection of bid. List name, city, and state of designated subcontractor, for each category of work listed on Bid Form. If more than one subcontractor will perform Work within a category, Bidder shall provide name, city, and state of each subcontractor and specify exact portion of Work to be performed by each. If Bidder intends to perform any designated subcontract Work by using Bidder's own employees, then Bidder shall list their own name, city, and state.

Metal Panel Manufacturer and System _____
Razor Wire Subcontractor _____
Fencing Subcontractor _____
Painting Subcontractor _____

Bidder has submitted **two copies** of Bid Form and has attached the following required information:

- 1. Bid security
- 2. AIA Document A305 "Contractor's Qualification Statement"

Respectfully submitted,

IF AN INDIVIDUAL:

Name of Individual

Firm Name, if any

Address for Communications

Residence Address

Signature

IF A PARTNERSHIP:

Name of Partnership

Partner

Signature

Address for Communications

List Names and Residence Address of all Partners

IF A CORPORATION:

Name of Corporation

Title of Officer

President or Officer Signature

Address for Communications

Date

1. Incorporated under the laws of the State of:

2. Licensed to do business in the State of Missouri:

Yes _____ No _____ (check one)

(Attest)

(Seal) Secretary

END OF SECTION 00400 (*Option One*)

BID FORM
Bid Number: 48-28JUN07

PROJECT: Boone County Jail Roof Replacement
2121 County Drive
Columbia, Missouri 65201

OWNER: Boone County, Missouri
5551 Hwy 63 South
Columbia, Missouri 65201

FROM: (Name) _____
(Address) _____
(Telephone) _____ (Fax) _____ (E-mail) _____

Bidder, having examined Bidding Documents and Contract Documents prepared by RTI Consultants, 7903 West 83rd Street, Overland Park, Kansas 66204, and having personally inspected the actual location of Work and local sources of supply, is confident of quantities and conditions, and understands that in signing this Bid, the right to plead misunderstandings regarding same is waived.

Bidder acknowledges receipt of Addenda Nos. ____ through ____ inclusive, and has considered requirements of Addenda and incorporated these requirements and all cost thereto in Bid.

Bidder agrees to accept provisions Instructions to Bidders and Supplementary Instructions to Bidders regarding disposition of Bid Security.

Bidder agrees that Owner reserves the right to accept or reject any or all Bids, Alternates, or Unit Prices, to reject a Bid not accompanied by required bid security or by data required by Bidding Documents, to reject a Bid which is in any way incomplete or irregular, and to waive irregularities in Bids received and minor discrepancies in bidding procedures.

Bidder agrees, if awarded a Contract, to enter into a Contract with the Owner on the terms stated in Bid, and to execute Agreement within ten days after receipt of proposed Agreement Form, and to furnish required Bonds and Certificates of Insurance within fourteen days from date of Agreement.

Item A: Removal and replacement of existing metal panel roof as specified.

The lump sum of _____ Dollars
(\$ _____).

Item B: Replacement of all metal gutters and downspouts.

The lump sum of _____ Dollars
(\$ _____).

Item C: Replacement of penthouse metal wall panels.

The lump sum of _____ Dollars
(\$ _____).

Item D: Repainting of penthouse louvers.

The lump sum of _____ Dollars
(\$ _____).

Item E: Removal and replacement of Pump House roof and installation of new metal panel roof.

The lump sum of _____ Dollars
(\$ _____).

OPTION TWO BID (Sum of items A + B + C + D+E)

The lump sum of _____ Dollars
(\$ _____).

ALTERNATES (Enter amount to "add to" "deduct from" or "no change" to Option Two Bid)

- 1. Overlay of existing metal panel roof system as specified.

The lump sum of _____ Dollars
(\$ _____). "add to" / "deduct from" / "no change" (circle one)

- 2. Repainting of wall mounted fencing support posts.

The lump sum of _____ Dollars
(\$ _____). "add to" / "deduct from" / "no change" (circle one)

- 3. Install specified snow guards at perimeter of all roof areas in lieu of at entry doors only as indicated.

The lump sum of _____ Dollars
(\$ _____). "add to" / "deduct from" / "no change" (circle one)

UNIT PRICES

- 1. Cost for replacement of (damaged) existing batt insulation per square foot.
\$ _____ Per square foot

NOTE: Bidder hereby certifies that the following Subcontractors and manufacturer will be used in performance of Work. Failure to list subcontractors for each category of Work identified on this form may be grounds for rejection of bid. List name, city, and state of designated subcontractor, for each category of work listed on Bid Form. If more than one subcontractor will perform Work within a category, Bidder shall provide name, city, and state of each subcontractor and specify exact portion of Work to be performed by each. If Bidder intends to perform any designated subcontract Work by using Bidder's own employees, then Bidder shall list their own name, city, and state.

Metal Panel Manufacturer and System _____
Razor Wire Subcontractor _____
Fencing Subcontractor _____
Painting Subcontractor _____

Bidder has submitted two copies of Bid Form and has attached the following required information:

- 1. Bid security
- 2. AIA Document A305 "Contractor's Qualification Statement"

Respectfully submitted,

IF AN INDIVIDUAL:

Name of Individual

Firm Name, if any

Address for Communications

Residence Address

Signature

IF A PARTNERSHIP:

Name of Partnership

Partner

Signature

Address for Communications

List Names and Residence Address of all Partners

IF A CORPORATION:

Name of Corporation

Title of Officer

President or Officer Signature

Address for Communications

Date

1. Incorporated under the laws of the State of:

2. Licensed to do business in the State of Missouri:

Yes _____ No _____ (check one)

(Attest)

(Seal)

Secretary

END OF SECTION 00415 (*Option Two*)

METAL ROOF AND WALL PANELS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Option One: Demolition of existing metal panel roof system, gutter and downspouts, and miscellaneous flashings. Re-use existing blanket insulation. Installation of a new structural standing seam metal panel roof system, metal wall panels at penthouses, gutter, downspouts, and flashings.
- B. Option One Alternate: Overlay of existing metal panel roof system with new gutter and downspouts, and miscellaneous flashings. Install additional blanket insulation between existing and new metal roof panels. Installation of new structural supports and structural standing seam metal panel roof system, metal wall panels at penthouses, gutter, downspouts, and flashings.
- C. Installation of metal wall panels and associated trim.

1.02 RELATED SECTIONS

Drawings and general provisions of the Contract, including general and Supplementary Conditions and Division I Specification sections apply to this section.

1.03 DESCRIPTION

Work includes all labor, material, and temporary facilities necessary to produce such construction. Construct Work under a single lump-sum contract. Specifically, this section includes removal and disposal of existing metal panels and installation of new metal panels and associated flashings and removal and disposal of existing metal panels and installation of new metal panels and associated flashings.

1.04 REFERENCE

- A. Except as modified and supplemented herein, follow published requirements and written recommendations of manufacturer.
- B. Industry standards for roofing membranes shall be defined in "Manual of Roofing and Waterproofing" published by National Roofing Contractors Association (NRCA). Methods of application by industry standards for roofing membrane systems apply only when project manual does not address matter
- C. Industry standards for sheet metal shall be defined in Architectural Sheet Metal Manual published by Sheet Metal and Air Conditioning Contractors National Association, Inc (SMACNA). Methods of application by industry standards for sheet metal apply only when project manual does not address matter.
- D. Specified materials have been rated by American Society for Testing Materials (ASTM) and Federal Specifications Standards (FSS).
- E. Occupational Safety and Health Administration (OSHA)
- F. All construction shall be in accordance with IBC 2006 building codes.
- G. Applicable codes, standards, and specifications of Columbia, Missouri and Boone County. Where conflict occurs, codes establishing requirements that are more stringent shall govern.

1.05 QUALITY ASSURANCE

- A. Design Criteria
 - 1. For structural steel members, comply with AISC "Specification for Design, Fabrication, and Erection of Structural Steel for Buildings".
 - 2. For light gage steel members, comply with AISI "Specification for Design of Cold-Formed Steel Structural Members.
 - 3. Design secondary members and covering for applicable loads and combination of loads in accordance with metal Building Manufacturers Association (MBMA) "Recommended Design Practice Manual".
 - 4. For welded connections, comply with AWS "Structural Welding Code".
 - 5. Design: Roof system shall be designed to sustain specified loads in accordance with IBC 2006 edition which shall meet, or exceed, County Climatic Data, as published in the 2001 Edition of the MBMA Low Rise Building Systems Manual. Wind uplift loading shall be calculated from a basic wind speed of 90 miles per hour in accordance with IBC 2006 edition. Components of roof system shall meet design loads as described above, and applied in load combinations as specified in the IBC 2006 edition, without exceeding allowable working stresses.
 - 6. Wind Uplift Classification: Metal roof system shall be approved by Underwriters Laboratories, Inc. as a UL Class 90 roof when installed in accordance with construction number description as listed in the UL Building Material Directory.
- B. Supplier: A single supplier shall furnish system specified in this section and shall be a firm that is, and has been for a minimum period of ten years prior to bid date, an authorized and franchised dealer of pre-engineered metal roofing system manufacturer.
- C. Installer: Pre-engineered metal roof system installer shall be a firm that has been regularly engaged in installation of pre-engineered metal roofing systems for a minimum period of ten years continuously prior to bid date and shall be capable of showing successful installation similar to work required for this project.
- D. Fabrication Criteria: Clearly and legibly mark each piece and part of assembly to correspond with erection drawings, diagrams, and instruction manuals.
- E. Manufacturer must be certified under current AISI-MB category.

1.06 SUBMITTALS

- A. Production Data: Manufacturer shall submit prior to material shipment manufacturer's product information, specifications, and installation instructions for building components, accessories, and insulation.
- B. Shop Drawings: Manufacturer shall submit prior to material shipment complete erection drawings showing roof framing, transverse cross sections, covering and trim details, and accessory installation details to clearly indicate proper assembly of building components.
- C. Structural Certification: Manufacturer shall submit prior to material shipment written certification prepared and signed by a Professional Engineer, registered to practice in Missouri verifying that pre-engineered metal roof system design meets indicated loading requirements and codes of authorities having jurisdiction.
- D. Manufacturer shall submit prior to material shipment certification verifying that pre-engineered metal roofing system has been tested and approved by Underwriter's Laboratory as Class 90.
- E. Samples: Contractor shall submit two (2) samples each of the following for specifier review. Samples will be used as basis for evaluating quality of finished roofing systems, including wall panels.
 - 1. Twelve inch long by actual width of roofing and siding panels with required finishes.
 - 2. Fasteners for application of roofing and siding panels.

3. Sealants and closures.
4. Twelve inch long min. x 12 inch wide min. of actual standing seam side lap seams for both sides of a typical panel.
5. Length and width as required for actual standing seam roof panel and lap seam including stiffeners and fasteners and side lap seams both sides of typical panels.

1.07 DELIVERY, STORAGE, AND HANDLING

Deliver and store prefabricated components, sheets, panels, and other manufactured items so they will not be damaged or deformed. Stack materials on platforms or pallets, covered with tarpaulins or other suitable weather tight ventilated covering. Store metal sheets or panels so that water accumulations will drain freely. Do not store sheets or panels in contact with other material which might cause staining.

1.08 WARRANTY

- A. Provide manufacturer's written weather tightness warranty for a minimum of twenty (20) years against leaks in roof panels arising out of or caused by ordinary wear and tear under normal weather and atmospheric conditions. Warranty shall be signed by both the pre-engineering metal roofing system manufacturer and pre-engineered metal roofing system contractor.
- B. Provide manufacturer's standard written warranty for twenty-five (20) years on finish film integrity and color retention. Finish will not crack, check, peel, flake, or blister, chalk in excess of ASTM D659, number rating, fade in excess of five units per ASTM D2244, under normal atmospheric conditions.

1.09 JOB CONDITIONS

- A. Protection:
 1. Provide special protection on newly completed roofing to avoid unusual wear and tear during installation.
 2. Protect building walls, rooftop units, windows and other vulnerable components during installation.
- B. Environmental Requirements:
 1. Comply with roofing manufacturer recommendations as to allowable weather conditions during installation. Also, take into account the effect of high winds during installation of roofing system.
 2. Comply with local EPA and OSHA requirements as published by local, State and Federal authorities.

1.10 CONSULTANT

A representative may be employed by the Owner to observe the work under this section. Presence of this representative is for Owner's interest and any information or assistance furnished by representative shall not relieve the contractor of his responsibilities for work. Contractor shall provide reasonable notification to representative whenever work is being done in sufficient time to arrange observations.

1.11 COORDINATION

Coordinate application of roofing system with other trades in such a manner that complete installation is weather tight and in accordance with all approved details and warranty requirements.

1.12 INSPECTIONS AND JOB CONTROL

A qualified technical representative of manufacturer shall be available to make recommendations necessary to ensure compliance with the specifications and to make recommendations where unforeseen conditions become apparent to specifier.

1.13 MAINTENANCE INSTRUCTIONS

At time of issuance of the warranty, a full set of instruction shall be included detailing preventative maintenance and noting a list of harmful substances which may damage roofing.

PART 2 - PRODUCTS

2.01 BASIS OF SPECIFICATION

Specification is based on Butler Manufacturing Co. standing seam roof system: VSR and wall panel system: Shadow Rib.

2.02 MANUFACTURERS

- A. Pre-engineered metal roof system shall be VSR roof system provided by Butler Manufacturing Company or equal and metal wall system shall be Shadow Rib system provided by Butler Manufacturing Company or equal. Approval of alternate roof systems subject to conformance to requirements indicated on drawings and specified herein. Any roof systems manufacturer seeking to be approved for this project must submit the following items with bid:
1. Letter of certification from manufacturer for UL 90 test.
 2. Samples of roof panels and clips.
 3. Complete warrantee information.
 4. A complete product description and complete details for roof and wall systems.

2.03 UNDERLAYMENT (Pump House)

- A. Manufacturers: Equal products of below manufacturer will be reviewed for acceptance:
1. TAMKO TW metal and tile underlayment, ASTM D 1970, ASTM D 96, 60 mills.

2.04 MATERIALS

- A. Hot-Rolled Structural Shapes: ASTM A36 or A529
- B. Tubing or Pipe: ASTM A500, Grade B; ASTM A501; or ASTM A53.
- C. Members Fabricated from Plate or Bar Stock: 50,000 p.s.i minimum yield strength; ASTM A529, A570, or A572 or A607.
- D. Members Fabricated by Cold Forming: ASTM A607 or A570, Grade 50.
- E. Galvanized Steel Sheet: ASTM A446 with G90 coating; "Class" to suit building manufacturer's standards.

2.05 STRUCTURAL FRAMING COMPONENTS

- A. Secondary Framing: Purlins, eave struts, and hat sections, flange and sag bracing; minimum 16 gauge rolled formed sections. Shop painted.
- B. Base channel, sill angle, purlin spacers; Minimum 6 gauge old-formed steel, galvanized.
- C. Bolts: ASTM A307 or A325 as necessary for design loads and connection details. Provide zinc or cadmium-plated units when in direct contact with panels.
- D. Fabrication: Shop fabricate to the size and section required complete with bearing plates, and other plates as required for erection, welded in place, and with all required holes for anchoring or connections pre-drilled or pre-punched to template dimensions.
1. Shop connections welded.
 2. Field connections bolted.

- E. Shop Painting: Clean surfaces to be primed of loose mill scale, rust, dirt, oil, grease, and other matter precluding paint bond. Follow procedures of SSPC-SP3 for power tool cleaning, and SSPC-SP1 for solvent cleaning.
- F. Structural Steel Prime: Prime structural steel secondary framing members with manufacturer's standard rust-inhibitive primer having rust-inhibitive pigment, such as zinc chromate iron-oxide alkyd (TT-P-636) or (TT-P-664).

2.06 ROOFING AND SIDING

- A. General: Provide roofing and siding sheets roll formed to profile indicated and specified. Provide flashings, closures, fillers, ridge covers, roof panel mounting clips, gable and eave trim, gutters, and other sheet metal accessories factory formed, and finished. Material and finish shall be as specified.
 - 1. Allowances for thermal expansion: Pre-engineered metal roof system shall be designed, fabricated, and installed to allow relative movement between roof panels and purlins, gables and ridges due to thermal expansion and contraction without causing damage to the system or permanent deformation to any of the system components. Roof panel end laps shall allow panels to expand and contract without damage to end lap seams.
- B. Roof Panels: 24 gage x 1'-4" nominal width, factory roll formed, galvanized steel (50 KSI yield), sheet coated on both sides with a 1.25 ounce zinc coating, G-90 conforming to ASTM A525. Panel lengths shall be maximum possible to minimize end laps. Panels shall have two (2) major corrugations 2" high, 16" on center and optional minor corrugations, spaced 4" O.C. maximum between and parallel to perpendicular to major corrugations.
 - 1. Roof Panel Finish: Provide manufacturer's standard shop applied fluoropolymer (70% Kynar) finish to roof panels. The Owner has selected the finish color to be "Terra Brown"
 - 2. Roof Panel Side Laps: Panels shall be designed to be interlocking seams, with a return leg on the lower edge of the female rib to increase panel strength under wind uplift loads. Factory applied sealant shall be provided in female portion of seam.
 - 3. Roof Panel End Laps: Roof panels shall be pre-punched or pre-drilled and pre-notched where end splices occur. Pre-punching or pre-drilling and pre-notching may be performed in field, provided hole locations are carefully controlled to assure accurate modular spacing of roof panel side laps and accurate alignment of holes at end lap seams and at panel to eave strut connections.
- C. Wall Panels: 24 gage x 36" nominal width, factory roll formed, galvanized steel 50,000 p.s.i yield, 1.25 ounce zinc coating G-90 conforming to ASTM A525. Panels shall be roll-formed providing hidden joint concealing fasteners. Top and bottom edge of wall panels shall be straight cut. Provide closure panel cut to fit into configuration of roof panel corrugations.
 - 1. Wall Panel Finish: Provide manufacturer's standard coil applied fluoropolymer (70% Kynar) finish to galvanized steel wall panels, gutter, trim and other exposed components related to wall assemblies.
- D. Clean galvanized steel with an alkaline compound, then treat with a zinc phosphate conversion coating and seal with a chromic acid rinse.
- E. Apply to exterior surfaces of pretreated steel a fluoropolymer coating system (70% Kynar) supplied to provide a total dry film thickness of 0.90 mils minimum. The Owner has selected the finish color to be "Terra Brown"
 - 1. Physical characteristics of exterior coating: Physical characteristics of the exterior coating shall provide resistance to failure through cracking, checking, crazing, spotting, or loss of adhesion.
 - 2. The physical characteristics of the exterior coating shall be measured by following laboratory weather simulating tests to obtain test results justifying the manufacturer's 20 year warranty.
 - a) Humidity Resistance at 100F and 100% R.H. in accordance with ASTM D-2247
 - b) Salt Spray Resistance at 5% Salt Fog per ASTM B-117.

- c) Reverse Impact Resistance in accordance with ASTM D-2794.
 - d) Resistance to Accelerated Weathering - in an Atlas model XW-R Dew Cycle Weather-O Meter in accordance with ASTM D-3361.
 - e) Resistance to Dry Heat.
 - f) Abrasion resistance in accordance with ASTM D-4060.
 - g) Chemical/Acid/Pollution Resistance.
 - 1) Chemical spot tests in accordance with ASTM D-1308 procedure 5a, for Hydrochloric Acid, Sulfuric Acid, and Sodium Hydroxide.
 - 2) Chemical spot tests in accordance with ASTM D-1308 procedure 5b, for Muriatic Acid and Tincture of Iodine.
 - 3) Resistance to sulfur dioxide in accordance with DIN 50018.
 - h) Gloss finish shall be maintained evenly over entire surface in accordance with ASTM D-523.
- F. Standing Seam Roof Panel Mounting Clip: Galvanized steel clip with a sliding clip tab. Galvanized clip shall be pre-punched or pre-drilled for mounting to roof purlins. Sliding clip tab shall be designed to lock into and become an integral part of roof panel seam. Provisions shall be incorporated into mounting clip assembly to keep sliding clip tab centered on mounting clip during installation of roof panels. For slopes under 40' in length, an optional fixed clip can be used.
- G. Sheet Panel Fasteners: Manufacturer's standard system of self-tapping screws, bolts, and nuts, self-locking rivets, self-locking bolts, end-welded studs, and other suitable fasteners designed to withstand design loads. Self-drilling fasteners are not acceptable at panel end laps.
- 1. Provide metal-backed EPDM sealing washers under heads of fasteners bearing on weather side of panels.
 - 2. Use stainless steel or aluminum fasteners for exterior application, and galvanized or cadmium plated fasteners for interior applications. Lock rivets where required shall be aluminum or stainless steel.
 - 3. Locate and space fastenings for true vertical and horizontal alignment. Use proper type fastening tools to obtain controlled uniform compression for positive seal without rupture of neoprene washer.
- H. Flexible Closure Strips: Closed-cell, expanded cellular rubber, self-extinguishing, cut or pre-molded to match corrugation configuration of roofing and siding sheets. Provide where indicated and necessary to ensure weather tight construction.
- I. Sealing tape: 99% solids, pressure sensitive grey polyisobutylene compound tape with release paper backing. Not less than 1/2" wide and 1/8" thick, nonsag, nontoxic, non-staining, and permanently elastic. Sealant shall contain nylon spacer beads to insure correct installed sealant thickness in all joints
- J. Joint Sealant: One-part elastomeric; polyurethane or polysulfide.

2.07 SHEET METAL ACCESSORIES

- A. General: Unless otherwise indicated, provide coated steel accessories with coated steel roofing (same material); provide painted steel accessories with painted steel panels.
- 1. Gutters: Formed in sections not less than 25 feet in length, complete with end pieces, outlet tubes, and special pieces that may be required. Join sections with riveted and soldered or sealed joints. Unless otherwise indicated, provide expansion joint with cover plate. Furnish gutter supports spaced at 32" o.c., constructed of same metal as gutters. Gutters shall be 26-gauge roll formed, galvanized steel, coating G90 in accordance with ASTM. Finish shall match roof, fascia, and rake. Gutter outlet tubes shall be fabricated as indicated on drawings. Gutter size and configuration shall be as indicated on drawings.
 - 2. Downspout: Formed in sections not less than 10 feet in length complete with any special pieces that may be required. Join sections with riveted and soldered or sealed joints. Downspouts shall be 26-gauge, roll formed, galvanized steel, coating G90 in accordance

with ASTM. Finish shall match gutter. Gutter straps shall be spaced 10' o.c. maximum with a minimum of two straps per downspout and be same material as gutter. All strap edges shall be rolled or smooth.

2.08 THERMAL INSULATION

Not less than 0.5 lb per cubic foot density (unfaced Batt Insulation), thickness shall be 4.0-inches (approximately R-12), glass fiber blanket with U.L. flame spread classification of 25 or less. Provide fiberglass blankets over entire existing roof area as indicated. Insulation shall be installed between bottom purlins and over top purlins with edges abutting. Install in continuous unbroken lengths to extent possible.

2.09 ROUGH CARPENTRY

- A. Wood Nailers: Wood Nailers: #2 Douglas Fir 2 x thickness.
- B. Plywood: Plywood shall meet the American Plywood Association (APA) Standard APA PRP-108. Thickness to be 5/8-inch.
- C. Fasteners: non-exposed, ring or barbed shank nail or screw, with a withdraw resistance of minimum 100-pounds per fastener.

PART 3 - EXECUTION

3.01 GENERAL

Pre-engineered metal roofing system shall be installed in strict conformance with manufacturer's instructions. System shall comply with Underwriter's Laboratory U.L. Class 90 wind uplift. Roof panels shall be installed to allow for relative movement between roof panels and ridge, gables, fascias, and other components of the roof system.

3.02 ERECTION

- A. Purlins: Secure purlins to existing structural framing.
- B. Framed Openings: Provide shapes of proper design and size to reinforce opening and to carry loads and vibrations imposed, including equipment furnished under mechanical or electrical work. Securely attach to building existing structural framing.

3.03 ROOFING AND SIDING

- A. General: Arrange and nest wall panel side-lap joints so that prevailing winds blow over, not into lapped joints. Lap ribbed or fluted sheets one full rib corrugation. Apply panels and associated items for neat and weather tight enclosure. Avoid "panel creep" or application not true to line. Protect factory finishes from damage. Samples submitted shall be used as basis for evaluating quality of work performed.
- B. Provide weather seal under ridge cap/flash and seal roof panels at eave and rake with rubber, neoprene, or other closures to exclude weather.
- C. Roof Sheets: Secure roof panels to structural's by means of a sliding clip fastened to structurals and securely locked into panel seam. Sliding clip shall be centered in mounting clip.
 - 1. Panel seams shall be mechanically field seamed using manufacturer's standard machine seaming device. Cracking or splitting of metal or cracking, peeling, blistering or other damage to panel coating shall not be acceptable. Panels shall be securely fastened to eave structural and sealed watertight.
 - 2. Panel and splices shall consist of pre-punched and pre-notched roof panels bolted together with a back-up plate or stiffener and sealed weather tight. End lap seams shall be tight and flat. "Fish mouthing" between fasteners is not acceptable.

- D. Wall Sheets: Apply elastomeric sealant continuous between metal wall panels and concrete and elsewhere as necessary for water-proofing. Handle and apply sealant and back-up in accordance with sealant manufacturer's recommendations. Provide weather seal at top and bottom of wall panels with rubber, neoprene, or other closures to exclude weather.
1. Align bottoms of wall panels and fasten panels with blind rivets, bolts, or self-tapping panel screws. Fasten flashings, trim around openings, etc. with self-tapping screws.
 2. Install screw fasteners with power tool having controlled torque adjusted to compress neoprene washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes. Self-drilling screws shall not be used.
- E. Sheet Metal Accessories: Install gutters and other sheet metal accessories in accordance with manufacturer's recommendations for positive anchorage to building and weather tight mounting.
- F. Thermal Insulation: Install concurrently with installation of roof panels, and in accordance with manufacturer's published directions. Install blankets straight and true in one-piece lengths.
- G. Dissimilar Materials: Where aluminum surfaces come in contact with ferrous metal or other incompatible materials, keep aluminum surfaces from direct contact by applications to the other material as follows:
1. One coat of zinc chromate primer, FS TT-P-645, followed by two coats of aluminum paint, SSPC-Paint 101.
 2. In lieu of two coats of aluminum paint, apply one coat of high build bituminous paint, SSPC-Paint 12, applied to a thickness of 1/16" over zinc chromate primer. Back paint aluminum surface where impractical to paint other surface.

END OF SECTION 07410 (*Option One*)

METAL ROOF AND WALL PANELS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Option Two: Demolition of existing metal panel roof system, gutter and downspouts, and miscellaneous flashings. Re-use existing blanket insulation. Installation of a new structural standing seam metal panel roof system, metal wall panels at penthouses, gutter, downspouts, and flashings.
- B. Option Two Alternate: Overlay of existing metal panel roof system with new gutter and downspouts, and miscellaneous flashings. Install additional blanket insulation between existing and new metal roof panels. Installation of new structural supports and structural standing seam metal panel roof system, metal wall panels at penthouses, gutter, downspouts, and flashings.
- C. Installation of metal wall panels and associated trim.

1.02 RELATED SECTIONS

Drawings and general provisions of the Contract, including general and Supplementary Conditions and Division I Specification sections apply to this section.

1.03 DESCRIPTION

Work includes all labor, material, and temporary facilities necessary to produce such construction. Construct Work under a single lump-sum contract. Specifically, this section includes removal and disposal of existing metal panels and installation of new metal panels and associated flashings and removal and disposal of existing metal panels and installation of new metal panels and associated flashings.

1.04 REFERENCE

- A. Except as modified and supplemented herein, follow published requirements and written recommendations of manufacturer.
- B. Industry standards for roofing membranes shall be defined in "Manual of Roofing and Waterproofing" published by National Roofing Contractors Association (NRCA). Methods of application by industry standards for roofing membrane systems apply only when project manual does not address matter
- C. Industry standards for sheet metal shall be defined in Architectural Sheet Metal Manual published by Sheet Metal and Air Conditioning Contractors National Association, Inc (SMACNA). Methods of application by industry standards for sheet metal apply only when project manual does not address matter.
- D. Specified materials have been rated by American Society for Testing Materials (ASTM) and Federal Specifications Standards (FSS).
- E. Occupational Safety and Health Administration (OSHA)
- F. All construction shall be in accordance with IBC 2006 building codes.
- G. Applicable codes, standards, and specifications of Columbia, Missouri and Boone County. Where conflict occurs, codes establishing requirements that are more stringent shall govern.

1.05 CONSTRUCTION SUBMITTALS

- A. Production Data: Submit manufacturer product information, specifications, and installation instructions for building components, accessories, and insulation.
- B. Shop Drawings: Submit complete erection drawings showing roof framing, transverse cross sections, covering and trim details, and accessory installation details to clearly indicate proper assembly of building components.
- C. Samples: Submit for Consultant's review two samples of twelve-inch by actual width of panel and lap seam including stiffeners and fasteners and side lap seams of both sides of a typical panel. Samples will be used as basis for evaluating quality of finished roof system.
- D. Submit sample guaranty (to include a letter from manufacturer that metal roof and metal wall panels will be included terms of guaranty).

1.06 QUALITY ASSURANCE

- A. Design Criteria
 - 1. For structural steel members, comply with AISC "Specification for Design, Fabrication, and Erection of Structural Steel for Buildings".
 - 2. For light gage steel members, comply with AISI "Specification for Design of Cold-Formed Steel Structural Members".
 - 3. Design secondary members and covering for applicable loads and combination of loads in accordance with metal Building Manufacturers Association (MBMA) "Recommended Design Practice Manual".
 - 4. For welded connections, comply with AWS "Structural Welding Code".
 - 5. Design: Roof system shall be designed to sustain specified loads in accordance with IBC 2006 edition which shall meet, or exceed, County Climatic Data, as published in the 2001 Edition of the MBMA Low Rise Building Systems Manual. Wind uplift loading shall be calculated from a basic wind speed of 90 miles per hour in accordance with IBC 2006 edition. Components of roof system shall meet design loads as described above, and applied in load combinations as specified in the IBC 2006 edition, without exceeding allowable working stresses.
 - 6. Wind Uplift Classification: Metal roof system shall be approved by Underwriters Laboratories, Inc. as a UL Class 90 roof when installed in accordance with construction number description as listed in the UL Building Material Directory.
- B. Manufacturer's Qualifications
 - 1. Manufacturer has been engaged in fabrication of metal wall panels for a period of five years.
 - 2. Manufacturer is a member of Metal Roofing Systems Association (MRSA) or Metal Building Manufacturer's Association (MBMA).
 - 3. Factory finishes on metal panels to be guaranteed by manufacturer for a full twenty years against fading, chalking, blistering, peeling, and chipping.
- C. Contractors Qualifications-Installation of panels and accessories by installers with a minimum of five previous years experience in panel projects of this nature.
- D. Structural steel sections and welded plate members to be designed in accordance with applicable sections, related to design requirements and allowable stress of American Institute of Steel Construction (AISC).
- E. Light gage, cold form, structural numbers, and wall coverings shall be designed in accordance with applicable sections related to design requirement and allowable stresses, of American Iron and Steel Institute (AISI) "specifications with design of cold formed steel structural numbers", latest edition.

- F. Metal panels shall be fabricated at a manufacturer's facility. No field-fabricated panels will be allowed.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Materials shall be stored in their original, tightly sealed containers or unopened packages, and shall be clearly labeled with the manufacturer's brand name and such identifying reference numbers as are appropriate.
- B. Materials shall be stored in a neat, safe manner, so as not to exceed allowable live load of the storage area, and out of the hot weather in a clean, dry area.
- C. New materials damaged from handling or storage are not to be used and removed from the site.
- D. Damaged material during construction shall be promptly removed from the site.
- E. Comply with safety regulations.

1.08 PROJECT CONDITIONS

- A. Apply roofing in dry weather.
- B. If newly constructed roof insulation becomes wet due to rainstorms, faulty water cut-offs, or other reasons, Contractor shall remove and dispose of all wet materials, dry affected roof area, and reconstruct roof in accordance with these specifications at no cost to Owner.
- C. Roof shall be free of ponded water, ice, or snow prior to installing roof system.
- D. Hazards Control
 - 1. Store volatile wastes in covered metal containers.
 - 2. Prevent accumulation of wastes, which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- E. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on project site.
 - 2. Do not dispose of volatile wastes, such as mineral spirits, oil or paint thinner, in storm or sanitary sewer.
 - 3. Do not dispose wastes into streams or waterways.
 - 4. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
 - 5. At reasonable intervals during the progress of the work, clean site and public properties, and dispose of waste materials, debris and rubbish.
 - 6. Provide on-site containers for collection of waste materials, debris, and rubbish.
 - 7. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping area off the Owner's property.
 - 8. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surface.
 - 9. Owner will assume responsibility for cleaning as of time of Owner's final acceptance of project.

1.09 GUARANTY

- A. The following guaranties shall be in addition to, and not a limitation of, other rights Owner may have against Contractor under contract documents.
 - 1. Metal panels to be guaranteed for a period of twenty years against rupture and perforation for all structural failure.
 - 2. Weather tightness- Manufacturer guaranties original building owner of proposed metal panels (roof and wall panels), subject to terms and condition of guaranty, roof system will remain watertight for a period of twenty years. Contractor and roofing material

- manufacturer to sign guaranty.
3. Finish guaranty- Furnish panel manufacturer's standard twenty-year guaranty starting from date of substantial completion, stating architectural fluorocarbon finish.
 4. Guaranty free from fading or color change in excess of five NBS units per ASTM D2244. Material will not chalk in excess of numerical rating of seven per ASTM D659. Material will not peel, crack, chip, or delaminate.
 5. Contractor to provide two-year guaranty on form provided in these documents.

1.10 CONSULTANT

A representative may be employed by Owner to observe Work under this section. Presence of this representative is for Owner's interest and any information or assistance furnished by representative shall not relieve Contractor of their responsibilities for Work. Contractor shall provide reasonable notification to representative whenever work is being done in sufficient time to arrange observations.

PART 2 - PRODUCTS

2.01 BASIS OF SPECIFICATION

Specification is based on Berridge Manufacturing Co. standing seam roof system: Zee-Lock and wall panel system: FW-12.

2.02 MANUFACTURERS

- A. Metal roof system shall be Zee-Lock roof system provided by Berridge Manufacturing Company or equal and metal wall system shall be FW-12 system provided by Berridge Manufacturing Company or equal. Approval of alternate roof systems subject to conformance to requirements indicated on drawings and specified herein. Any roof systems manufacturer seeking to be approved for this project must submit the following items with bid:
1. Letter of certification from manufacturer for UL 90 test.
 2. Samples of roof panels and clips.
 3. Complete warranty information.
 4. A complete product description and complete details for roof and wall systems.

2.03 UNDERLAYMENT (Pump House)

- A. Manufacturers: Equal products of below manufacturer will be reviewed for acceptance:
1. TAMKO TW metal and tile underlayment, ASTM D 1970, ASTM D 96, 60 mills.

2.04 ROOF PANELS

- A. Panels to be roll formed at manufacturing facility. No field fabricated roof panels will be allowed.
1. Roof Panels shall be a minimum 16" wide and a minimum of 2.0" high.
 2. Roof panels shall be 24 gauge with a full strength Kynar 500/Hylar 5000 fluoropolymer coating.
 3. Side laps shall be mechanically seamed together (single lock). A factory-applied vinyl weatherseal shall be provided in female standing leg to assure Weathertightness of seam joint. Concealed clips, which are seamed into panel side laps, are provided to secure panels to deck.
- B. Manufacturer: Equal products of below manufacturer will be reviewed for acceptance:
1. Berridge – Zee-lock (2-inch rib) with "Rigid Profile Texture".

2.05 WALL PANELS

- A. Panels shall be roll formed at a manufacturing facility. Equal products of below manufacturer will be reviewed for acceptance:

1. Wall panels shall be a minimum of 12" wide and a maximum of 1" high, flush seam panel (Berridge FW-12) system with a double stiffening groove per panel.
2. Wall panels shall be engineered to utilize a concealed fastening system. Wall panel shall be 24-gage steel with Kynar pre-finished coating. Owner shall choose color from manufacturers standard colors.

2.04 SUB STRUCTURAL SUPPORTS

All structural components shall be minimum of 16 gage galvanized steel conforming to requirements of ASTM A525 with minimum yield strength of 50 KSI.

2.05 THERMAL INSULATION

Not less than 0.5 lb per cubic foot density (unfaced Batt Insulation), thickness shall be 4.0-inches (approximately R-12), glass fiber blanket with U.L. flame spread classification of 25 or less. Provide fiberglass blankets over entire existing roof area as indicated. Insulation shall be installed between bottom purlins and over top purlins with edges abutting. Install in continuous unbroken lengths to extent possible.

2.06 FLASHINGS, TRIM, AND CLOSURES

- A. Flashing and trim pieces shall be furnished at eaves, rakes, corners, and any openings or wherever necessary to seal against the weather and to provide a finished appearance. Rake and eave trim to be pre-finished with full strength Kynar 500 coating. Color shall match metal panel.
- B. Provide 24 gage sheet metal components (gutters, downspouts, copings, etc.) pre-finished with full strength Kynar 500 coating. All continuous cleat to be a minimum 22 gauge galvanized metal.

2.07 FASTENERS

- A. Exposed fasteners shall be number 12 self-drilling carbon steel screws, hexagon head, which matches the color of the roof panels.
- B. Minimum length of fasteners shall be 1-1/4 inch for panel to structural applications and 3/4 inch for panel to panel and flashing to panel "stitch" applications.
- C. All rivets shall be stainless steel and factory painted to match metal panels.

2.08 ROUGH CARPENTRY

- A. Wood Nailers: Wood Nailers: #2 Douglas Fir 2 x thickness.
- B. Plywood: Plywood shall meet the American Plywood Association (APA) Standard APA PRP-108. Thickness to be 5/8-inch.
- C. Fasteners: non-exposed, ring or barbed shank nail or screw, with a withdraw resistance of minimum 100-pounds per fastener.

PART 3 - EXECUTION

3.01 ACCEPTABLE INSTALLERS

- A. Installation of proposed roof system is to be by Contractors who have completed a certification-training program prior to bidding this project.
- B. Contractor must have installed a minimum of 50,000 square feet of specified metal panel prior to bidding this project in Accordance with applicable sections related to design requirement and allowable stresses, of American Iron and Steel Institute (AISI) "specification with design of cold formed steel structural numbers", latest edition.

3.02 EXAMINATION

- A. Examine surfaces for adequate anchorage, foreign materials, moisture, and other condition, which would adversely affect roof application and performance.
- B. Contractor shall be responsible for preparing adequate surfaces to receive insulation, roofing, and flashing.
- C. Report conditions, which may be detrimental to completion or performance of specified work, in writing to Owner prior to commencing such Work. Such Work shall not start until defects have been corrected.
- D. Coordinate Work with other adjacent elements of building envelope to ensure watertight construction.

3.03 PROTECTION

- A. Protection shall be defined as minimum requirements necessary to ensure that when project is completed, Owner's property will be left in same condition, as it was when project started.
- B. Protection shall be provided for, but not necessarily limited to the following:
 - 1. Lawn area and adjacent structures
 - 2. Building walls, windows, etc.
 - 3. Building equipment
 - 4. Building interior, including contents
- C. Take all precautions necessary to keep noise, vibration, and dust to a minimum to interior to avoid halting or disrupting normal business.
- D. Protect building interior from elements at all times. One representative from Contractor shall be available in two-hour' notice should an emergency occur.

3.04 INSTALLATION

- A. Install all materials in strict accordance with manufacturer's erection procedures and erection drawings.
- B. Provide all miscellaneous material not covered by specification which may be required to provide a completely watertight installation.
- C. Work shall be performed by skilled mechanics under direction of a qualified foreman.
- D. Panel to panel connections must be mechanically crimped side lap seams.
- E. Flashing, panels, substructures, and related components shall be secured to existing construction in a manner, which will allow for expansion and contraction of similar construction without causing leaks and material failure.
- F. Dissimilar Metal: When sheet metal is in contact with dissimilar metals, execute juncture to facilitate drainage and minimize possibility of galvanic action. At point of contact with dissimilar metal, coat metal with protective paint or tape that can be placed between metals.
- G. Down Spouts: Fabricate and install downspout per SMACNA 5th Ed. FIG 1-32D. Fabricate brackets with shop bends as required to install in field. Install a minimum two brackets per downspout
- H. Gutter: 24 gage pre-finished metal with 1/8"x1" galvanized gutter brackets(painted to match new gutter) spaced 36" on center and 1/8"x1" galvanized gutter straps spaced 36" on center, alternate spacing of gutter straps and gutter brackets. Gutter size and profile as detailed.

- I. Parapet wall coping: Fabricate and install coping per SMACNA 5th Ed. FIG 3-1. Loose lay continuous sheet membrane liner over top of coping wall, extending over edges a minimum of 1-inch on both sides. Attach continuous cleat 12- inches on center. Attach metal coping 18-inches on center. Fasteners shall penetrate a minimum of 1-inch. Lap end joints a minimum of 1.0-inches with a full bed of sealant between the laps.

3.05 FIELD QUALITY CONTROL

Upon completion of installation, an inspection shall be made by a representative of roofing manufacturer to ascertain roofing system has been installed according to manufacturer's current published specifications. Upon completion of inspection, manufacturer's representative shall submit to Owner a written report of their findings.

3.06 CLEANING

- A. Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations.
- B. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces, leave project clean and ready for occupancy.
- C. Touch up or refinish marred or abraded surfaces. Replace damaged units and units, which cannot be refinished to the architect's satisfaction.
- D. Clean finished surfaces using techniques and materials recommended by panel manufacturer. Maintain in clean condition during construction period.
- E. New roof areas shall be swept clean of all debris at end of each workday. All scraps of material shall be properly disposed of.
- F. Existing items, structures or areas damaged during course of construction work shall be repaired and restored to a condition equal to a condition equal or better than it was prior to commencement of work.

END OF SECTION 07415 (*Option Two*)

PART 1 – GENERAL

1.01 SITE PLAN

7047-S1 Site Plan

1.02 ROOF PLANS

7047-R1 Roof Plan Option One
7047-R2 Roof Plan Option One Alternate
7047-R3 Roof Plan Option Two
7047-R4 Roof Plan Option Two Alternate

1.03 DETAILS

7047-D1A Details Option One
7047-D1B Details Option One
7047-D2A Details Option One Alternate
7047-D2B Details Option One Alternate
7047-D3A Details Option Two
7047-D3B Details Option Two
7047-D4A Details Option Two Alternate
7047-D4B Details Option Two Alternate

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF APPENDIX II



BOONE COUNTY, MISSOURI
Request for Bid #: 48-28JUN07 – Boone County Jail Roof Replacement

ADDENDUM #1 - (Issued June 25, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1) **CHANGE** the first paragraph of section 00100-1 to read:

Contractors are invited to submit a lump sum bid, on Bid Form provided for a General Contract for the above project. Sealed bids will be accepted until 1:15 p.m local time on **Thursday, July 12, 2007** at the Boone County Purchasing Office, Boone County Johnson Building, Room 208, 601 E. Walnut, Columbia, MO 65201. Bids received after this time will not be accepted. **Bids will be opened shortly after 1:30 p.m. in the Johnson Building Conference Room 213, 601 E. Walnut, Columbia, MO 65201.**

2) **CHANGE** the third paragraph of section 00100-1 to read:

Pre-bid conferences with site visits will be held at 10:00 a.m. on Thursday, June 14, 2007 and 10:00 a.m. on Friday, July 6, 2007 at the project site. Attendance of at least one of these meetings and site visits is a prerequisite to acceptance of bid.

Note: The second pre-bid meeting will cover addendum #2 (that will follow shortly) allowing other roofing material than Butler to be bid as an alternate.

3) Section 01001, General Requirements. **ADD** the following paragraph:

1.12 **ADDITIONAL CONTRACTOR REQUIREMENTS**

A. Prior to start of work, all Contractor on-site employees shall satisfy the following requirements:

1. Satisfactory completion of a criminal background check. Information to be provided to sheriff department includes but is not limited to employee's full name, date of birth, social security number, and race.
2. Satisfactory completion of drug and alcohol testing 2-weeks prior to the start of work.
 - a. Drug testing shall comply with current procedures as approved by the Department of Health and Human Services and Department of Transportation for a 5-panel drug screen.
 - b. Alcohol Breath testing shall comply with current procedures as approved by the Department of Health and Human Services and Department of Transportation, performed with an evidential breath testing device approved by the National highway Traffic Safety Administration and the Missouri Department of Health.

B. Subsequent to the start of work, all Contractor employees while on site shall carry on their person a form of identification that includes the employee's photograph.

C. Subsequent to the start of work, all Contractor employees while on site shall be subject to Alcohol Breath Testing at any time and a monthly Drug Screening of one employee who will be randomly chosen.

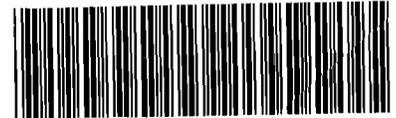
By: Heather Lee for Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing
Bobbitt

OFFEROR has examined copy of Addendum #1 to Request for Bid # 48-28JUN07 – Boone County Jail Roof Replacement receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____
Authorized Representative Printed Name: _____

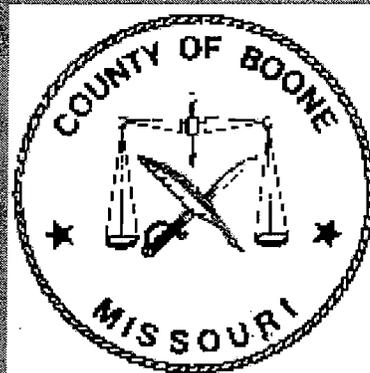


PROJECT MANUAL

BOONE COUNTY JAIL ROOF REPLACEMENT

Bid Number: 48-28JUN07

May 2007
RJI No. 7047



Note that attendance of a pre-bid conference on June 14, 2007 at the project site is a prerequisite for acceptance of a bid.

RTI Consultants has prepared these specifications for the sole use of Boone County, Missouri and their use in the subject project. Boone County, Missouri and those approved contractors may copy these documents to the extent necessary to fulfill the requirements of this specification.

SECTION 00010

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PROJECT MANUAL

SECTION 00010 TABLE OF CONTENT

BIDDING REQUIREMENTS

SECTION 00100 BID SOLICITATION

SECTION 00200 INSTRUCTIONS TO BIDDERS AIA Document A701 "Instruction to Bidders"

SECTION 00210 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SECTION 00410 BID FORM

SECTION 00430 BID FORM SUPPLEMENT AIA Document A310 "Bid Bond"

SECTION 00450 REPRESENTATIVES and CERTIFICATIONS AIA Document A305 "Contractor's Qualification Statement"

SECTION 00490 BIDDING ADDENDA

CONTRACT FORMS

SECTION 00520 AGREEMENT FORM AIA Document A101 "Standard Form of Agreement between Owner and Contractor"

SECTION 00610 BONDS AIA Document A312 "Performance Bond and Payment Bond"

SECTION 00620 CERTIFICATES AIA Document G702 and G703 "Schedule of Values"

CONDITIONS

SECTION 00700 GENERAL CONDITIONS AIA Document A201 "General Conditions of the Contract for Construction"

SECTION 00800 SUPPLEMENTARY GENERAL CONDITIONS

SECTION 00830 WAGE DETERMINATION SCHEDULE AND AFFIDAVIT "Section 010, Boone County"

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01001 GENERAL REQUIREMENTS

DIVISION 7 THERMAL AND MOISTURE PROTECTION

SECTION 07410 METAL ROOF AND WALL PANELS

SECTION 07920 SEALANT AND CAULKING

APPENDIX I Contractor Guaranty

APPENDIX II-Drawings (as a separate attachment)

END OF SECTION 00010

SECTION 00100

BID SOLICITATION
Bid Number: 48-28JUN07

PROJECT: Boone County Jail Roof Replacement
2121 County Drive
Columbia, Missouri 65202

OWNER: Boone County, Missouri
5551 Hwy 63 South
Columbia, Missouri 65201

CONSULTANT: RTI Consultants
7903 West 83rd Street
Overland Park, Kansas 66204-3647
913.649.6565 (O) 913.649.6566 (F)

Contractors are invited to submit a lump sum bid, on Bid Form provided for a General Contract for the above project. Sealed bids will be accepted until 1:15 p.m. local time on Thursday, June 28, 2007 at the Boone County Purchasing Office, Boone County Johnson Building, Room 208, 601 E Walnut, Columbia, MO 65201. Bids received after this time will not be accepted.

Bidding documents may be obtained from Docucopy, LLC, 3334 Brown Station Road, Columbia, MO 65202, telephone: (573) 814-1700 on payment of a non-refundable deposit of \$50.00 payable to Boone County in the form of a check or money order.

A mandatory pre-bid conference and site visit will be held at 10:00 a.m. on Thursday, June 14, 2007 at the Project site. **Attendance of meeting and site visit is prerequisite to acceptance of bid.**

Project consists primarily of the replacement of a metal panel roof system consisting of approximately 58,900 square feet. Base bid of the project is to remove the existing metal panel roof system and install a new structural metal panel roof system with an Alternate to overlay the existing metal panel roof system. This project will include the removal of concertina wire at the roof surface and wire fencing at grade. The project also includes the repainting of multiple metal pent house louvers and repainting of the concertina wire structural supports. Contractor shall be advised that stringent security measures shall be enforced.

Bid shall be accompanied with bid security in the amount of five percent of the total Bid, including alternates if applicable, in form of a Bid Bond in accordance with the Instructions to Bidders.

Bidder agrees to begin Work on August 1, 2007 and complete all work by October 31, 2007.

It is the Owner's intent to award a contract by July 12, 2007.

Bids are to be submitted under a condition of irrevocability for a period of sixty days after submission.

Prevailing Wage applies to this project. In order to view, download, and print the current prevailing wage statement, go to www.showmeboone.com/purchasing and click on "current prevailing wage". Once bids are opened, bid tabulations and bid awards can be viewed and downloaded from the Boone County Web Page at <http://www.showmeboone.com>. The Bidders are also advised that liquidated damages shall apply to this Project as stated in Section 00800 - Supplementary General Conditions.

Owner reserves the right to accept any Bid, to waive irregularities in bids and in bidding, and to reject any or all bids.

END OF SECTION 00100

SECTION 00200

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 INSTRUCTIONS TO BIDDERS

AIA Document A701 1997 Edition Instructions to Bidders shall be used. This form is approved and recommended by American Institute of Architects (AIA) and Associated General Contractor of America (AGC). It shall be made a part of the contract and attached thereto.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 00200



AIA[®] Document A701[™] – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address):

Boone County Jail Roof Replacement
2121 County Drive
Columbia, Missouri 65201

THE OWNER:

(Name and address):

Boone County, Missouri, Political Subdivision of the State of Missouri
5551 highway 63 South
Columbia, Missouri 65201

THE ARCHITECT:

(Name and address):

RTI Consultants
7903 West 83rd Street
Overland Park, Kansas 66204

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

- 1 DEFINITIONS**
- 2 BIDDER'S REPRESENTATIONS**
- 3 BIDDING DOCUMENTS**
- 4 BIDDING PROCEDURES**
- 5 CONSIDERATION OF BIDS**
- 6 POST-BID INFORMATION**
- 7 PERFORMANCE BOND AND PAYMENT BOND**
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder 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.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

SECTION 00210

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 DESCRIPTION

The following supplements modify, change, deletes from, or adds to AIA A701 INSTRUCTIONS TO BIDDERS. Where any Article, Paragraph, Subparagraph, or Clause is modified, changed, or deleted by this document, the altered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

1.02 SUPPLEMENTARY INSTRUCTIONS

A. ARTICLE 2 – BIDDER’S REPRESENTATIONS

1. Add the following subparagraph to Paragraph 2.1.
2.1.5 The Bidder will not later request and will not later expect to receive additional payment for Work related to conditions which can be determined by examination of the Site and the Bidding Documents.

B. ARTICLE 3 - BIDDING DOCUMENTS

1. Delete the last three sentences from Subparagraph 3.1.1 and substitute the following.
The deposit for the bidding documents will not be refunded.
2. Add the following subparagraph to Paragraph 3.1.
3.1.5 Under no circumstances shall the Bidder give the Bidders copies of the Bidding Documents to another Bidder. Any Bid received from an entity, whose name does not appear on the list of Bidders having made deposit for the Bidding Documents with the Consultant, will be subject to rejection.
3. Delete the first sentence of Paragraph 3.3.2 and substitute the following.
3.3.2 No substitute will be considered prior to receipt of Bids unless Consultant has received a written request for approval at least seven days prior to the date for receipt of Bids.
4. Add the following to Paragraph 3.3.2.
A request for substitution constitutes a representation of the following.
 - .1 Bidder has investigated proposed substitute and determined that it meets or exceeds the quality level of specified Product.
 - .2 Bidder will pay for changes to the building design, including engineering design, detailing, and construction cost caused by the use of proposed substitute.
 - .3 Bidder has determined proposed substitute will have no adverse affect on the Work of other Sections, the Project Construction Schedule, or specified warranty requirements.
 - .4 Bidder will coordinate installation and make changes that may be required for Work to be completed in all respects, with no additional cost to others.
 - .5 Bidder waives claims for additional cost or time extensions that may subsequently become apparent.
 - .6 Bidder has determined that maintenance and repair parts will be locally available for proposed substitute.
4. Add the following after Paragraph 3.3.4.
3.3.5 Request for substitution other than as qualified by the Bidding Documents will not be considered.
5. Delete Subparagraph 3.4.3.
6. Add the following paragraph and subparagraph to Article 3.
3.5 TAXES
3.5.1 This project is Tax Exempt, however, Contractor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the Contractor which are not otherwise exempt from taxation by the laws of the place the Project is located.

- C. ARTICLE 4 - BIDDING PROCEDURES
1. Add the following clause to Subparagraph 4.1.1.
4.1.1.1 Submit Bid in duplicate, each fully executed and signed.
 2. Delete Subparagraph 4.1.5 and substitute the following.
4.1.5 All requested Alternates and Unit Prices shall be bid. If no change in the Base Bid is required for Alternates, enter "No Change".
 3. Delete the last sentence of Paragraph 4.2.1.
 4. Add the following subparagraph to Paragraph 4.2.
4.2.4 Each Bid shall be accompanied by a Bid Bond acceptable to and payable without condition to the Owner, in an amount equal to 5 percent of Bidders Bid, including additive alternates.
 5. Add the following paragraph and subparagraphs to Article 4.
4.5 BIDDERS QUALIFICATIONS
4.5.1 Each Bidder shall submit with each copy of their Bids, a completed copy AIA A305 Contractors Qualifications.
4.5.2 The Owner shall have the right to take such steps as the Owner may deem necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner such additional information which the Owner may request.
- D. ARTICLE 5 - CONSIDERATION OF BIDS
1. Add the following subparagraphs to Paragraph 5.3.
5.3.3 In awarding the Contract, the Owner may take into consideration the Bidders skill, facilities, capacity, experience, responsibility, previous work record, financial standing, the necessity of prompt and efficient completion of Work described in the Bidding Documents, or other factors the Owner considers relevant. Inability of Bidder to meet these conditions may be cause for rejection of the Bid.
5.3.4 Owner shall have the right to award the Contract within sixty days immediately following the date of receipt of Bids. Owner will give written Notice of Award to the successful bidder.
5.3.5 Bidder to whom Contract is awarded shall execute the Agreement with the Owner within 10 days after receipt of Agreement form.
- E. ARTICLE 6 - POST-BID INFORMATION
1. Delete Paragraph 6.2 and Subparagraph 6.2.1 in their entirety.
 2. Delete the first 2 lines of Subparagraph 6.3.1 and substitute the following.
6.3.1 The Bidder shall within 30 days after Notice of Award, furnish to the Owner.
- F. ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND
1. Delete the first sentence of Subparagraph 7.2.1 and substitute the following.
7.2.1 The Bidder shall deliver the required bonds to the Owner not later than 14 days from the date of the agreement.
- G. ARTICLE 8 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
1. Add the following clause to Subparagraph 8.1.1.
8.1.1.1 Refer to Agreement Form.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 00210

SECTION 00410

BID FORM
Bid Number: 48-28JUN07

PROJECT: Boone County Jail Roof Replacement
2121 County Drive
Columbia, Missouri 65201

OWNER: Boone County, Missouri
5551 Hwy 63 South
Columbia, Missouri 65201

FROM: (Name) _____
(Address) _____
(Telephone) _____ (Fax) _____ (E-mail) _____

Bidder, having examined Bidding Documents and Contract Documents prepared by RTI Consultants, 7903 West 83rd Street, Overland Park, Kansas 66204, and having personally inspected the actual location of Work and local sources of supply, is confident of quantities and conditions, and understands that in signing this Bid, the right to plead misunderstandings regarding same is waived.

Bidder acknowledges receipt of Addenda Nos. ____ through ____ inclusive, and has considered requirements of Addenda and incorporated these requirements and all cost thereto in Bid.

Bidder agrees to accept provisions Instructions to Bidders and Supplementary Instructions to Bidders regarding disposition of Bid Security.

Bidder agrees that Owner reserves the right to accept or reject any or all Bids, Alternates, or Unit Prices, to reject a Bid not accompanied by required bid security or by data required by Bidding Documents, to reject a Bid which is in any way incomplete or irregular, and to waive irregularities in Bids received and minor discrepancies in bidding procedures.

Bidder agrees, if awarded a Contract, to enter into a Contract with the Owner on the terms stated in Bid, and to execute Agreement within ten days after receipt of proposed Agreement Form, and to furnish required Bonds and Certificates of Insurance within fourteen days from date of Agreement.

Item A: Removal and replacement of existing metal panel roof as specified.

The lump sum of _____ Dollars
(\$ _____).

Item B: Replacement of all metal gutters and downspouts.

The lump sum of _____ Dollars
(\$ _____).

Item C: Replacement of penthouse metal wall panels.

The lump sum of _____ Dollars
(\$ _____).

Item D: Repainting of penthouse louvers.

The lump sum of _____ Dollars
(\$ _____).

BASE BID (Sum of items A + B + C + D)

The lump sum of _____ Dollars
(\$ _____).

ALTERNATES (Enter amount to "add to" "deduct from" or "no change" to Base Bid)

- 1. Overlay of existing metal panel roof system as specified.

The lump sum of _____ Dollars
(\$ _____). "add to" / "deduct from" / "no change" (circle one)

- 2. Repainting of wall mounted fencing support posts.

The lump sum of _____ Dollars
(\$ _____). "add to" / "deduct from" / "no change" (circle one)

- 3. Install specified snow guards at perimeter of all roof areas in lieu of at entry doors only as indicated.

The lump sum of _____ Dollars
(\$ _____). "add to" / "deduct from" / "no change" (circle one)

UNIT PRICES

- 1. Cost for replacement of (damaged) existing batt insulation per square foot.
\$ _____ Per square foot

NOTE: Bidder hereby certifies that the following Subcontractors and manufacturer will be used in performance of Work. Failure to list subcontractors for each category of Work identified on this form may be grounds for rejection of bid. List name, city, and state of designated subcontractor, for each category of work listed on Bid Form. If more than one subcontractor will perform Work within a category, Bidder shall provide name, city, and state of each subcontractor and specify exact portion of Work to be performed by each. If Bidder intends to perform any designated subcontract Work by using Bidder's own employees, then Bidder shall list their own name, city, and state.

Metal Panel Manufacturer and System _____
Razor Wire Subcontractor _____
Fencing Subcontractor _____
Painting Subcontractor _____

Bidder has submitted two copies of Bid Form and has attached the following required information:

- 1. Bid security
- 2. AIA Document A305 "Contractor's Qualification Statement"

Respectfully submitted,

IF AN INDIVIDUAL:

IF A CORPORATION:

Name of Individual

Name of Corporation

Firm Name, if any

Title of Officer

Address for Communications

President or Officer Signature

Residence Address

Signature

Address for Communications

IF A PARTNERSHIP:

Date

Name of Partnership

1. Incorporated under the laws of the State of:

Partner

2. Licensed to do business in the State of Missouri:

Signature

Yes _____ No _____ (check one)

Address for Communications

(Attest)

List Names and Residence Address of all Partners

Secretary

(Seal)

END OF SECTION 00400

SECTION 00430

BID FORM SUPPLEMENT

PART 1 - GENERAL

1.01 BID BOND

AIA Document A310 1970 Edition Bid Bond shall be used. This form is approved and recommended by American Institute of Architects (AIA) and Associated General Contractor of America (AGC), and is on file for reference at the office of the Owner and Consultant. It shall be made a part of the contract and attached thereto.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 00430



AIA® Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, in the sum of _____ for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid
(Here insert full name, address and description of project)

current template documents

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the refusal of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

ADDITIONS AND DELETIONS:

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

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

SECTION 00450

REPRESENTATIVES AND CERTIFICATIONS

PART 1 - GENERAL

1.01 CONTRACTOR'S QUALIFICATION STATEMENT

AIA Document A305 1986 Edition Contractor's Qualification Statement shall be used. This form is approved and recommended by American Institute of Architects (AIA) and Associated General Contractor of America (AGC), and is on file for reference at the office of the Owner and Consultant. It shall be made a part of the contract and attached thereto.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 00450

AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT (if applicable): current and late documents

TYPE OF WORK (file separate form for each Classification of Work):

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

ADDITIONS AND DELETIONS:

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

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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User Notes:

(2191036)

- § 1.3.3 President's name:
- § 1.3.4 Vice-president's name(s)

- § 1.3.5 Secretary's name:
- § 1.3.6 Treasurer's name:

- § 1.4 If your organization is a partnership, answer the following:
 - § 1.4.1 Date of organization:
 - § 1.4.2 Type of partnership (if applicable):
 - § 1.4.3 Name(s) of general partner(s)

- § 1.5 If your organization is individually owned, answer the following:
 - § 1.5.1 Date of organization:
 - § 1.5.2 Name of owner:

- § 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

- § 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

- § 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

- § 3.1 List the categories of work that your organization normally performs with its own forces.

- § 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

- § 3.2.1 Has your organization ever failed to complete any work awarded to it?

- § 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

- § 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

- § 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the most of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years.

§ 3.6 On a separate sheet, list the construction experience and present commitments of key individuals of your organization.

§ 4. REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of company:

§ 4.3.2 Name and address of agent:

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract construction?

§ 6. SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

I, being duly sworn deponent and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of 20

Notary Public:

My Commission Expires:

SECTION 00490

BIDDING ADDENDA

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

Written and graphic instructions issued during bidding period and prior to execution of an agreement to clarify, revise, add to, or delete information in original bidding documents or in previous addenda.

1.02 RELATED REQUIREMENTS

- A. Bid Form: Acknowledgment of receipt of addenda.
- B. AIA Document A101 Standard Form of Agreement Between Owner and Contractor

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 00490

SECTION 00520

AGREEMENT FORM

PART 1 - GENERAL

1.01 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

AIA Document A101 1997 Edition Standard Form of Agreement Between Owner and Contractor shall be used. This form is approved and recommended by American Institute of Architects (AIA) and Associated General Contractor of America (AGC), and is on file for reference at the office of the Owner and Consultant. It shall be made a part of the contract and attached thereto.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 00520



AIA[®] Document A101[™] – 1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

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

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

Boone County, Missouri, Political Subdivision of the State of Missouri
5551 highway 63 South
Columbia, Missouri 65201
Telephone Number: 573.886.4401
Fax Number: 573.886.4402

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

The Project is:
(Name and location)

Boone County Jail Roof Replacement
2121 County Drive
Columbia, Missouri 65201

The Architect is:
(Name, address and other information)

RTI Consultants
7903 West 83rd Street
Overland Park, Kansas 66204
Telephone Number: 913.649.6566
Fax Number: 913.649.5566

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201-1997, 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.

This document has been approved and endorsed by The Associated General Contractors of America.

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; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

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

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than _____ days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
-------------	-------	-----------------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

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

§ 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. The schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of (). Pending final determination by the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ();
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

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

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

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

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

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

() per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:
(Name, address and other information)

David W. Mink, P.E.
5551 highway 63 South
Columbia, Missouri 65201
Telephone Number: 573.886.4401
Fax Number: 573.886.4402
Mobile Number: 573.864.2899
dmink@boonecountymmo.org

§ 7.4 The Contractor's representative is:
(Name, address and other information)

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

§ 7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of Contract are those contained in the Project Manual dated _____, and are as follows

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

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:
(Either list the specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

(Rows deleted)

§ 8.1.5 The Drawings are as follows, and are dated _____ unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit:

(Rows deleted)

§ 8.1.6 The Addenda, if any, are as follows:

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

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

David W. Mink, P.E., Director of Public
Works

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

EXAMPLE

AIA[®] Document A312[™] – 1984

Performance Bond

CONTRACTOR (Name and Address): **SURETY** (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond: None See last Page

CONTRACTOR AS PRINCIPAL **SURETY**
Company: (Corporate Seal) Company: (Corporate Seal)

Signature: Signature:
Name and Name and
Title: Title:
(Any additional signatures appear on the last page)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER: **OWNER'S REPRESENTATIVE**
(Architect, Engineer or other party):

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

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

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

§ 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

§ 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equal in amount to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

§ 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the following conditions:

1. After investigation determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties for defense in the jurisdiction of the suit shall be applicable.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 12 DEFINITIONS

§ 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, plus by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

EXAMPLE

Payment Bond

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond: None See Last Page

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
(Any additional signatures appear on the last page)

Signature: _____
Name and Title:

(FOR INFORMATION ONLY - Name, Address and Telephone Number)
AGENT or BROKER: _____
OWNER'S REPRESENTATIVE (Architect, Engineer or other party): _____

EXAMPLE

§ 1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 With respect to the Owner, this obligation shall be null and void if the Contractor:

§ 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

§ 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

§ 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

§ 4 The Surety shall have no obligation to Claimants under this Bond until:

§ 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

§ 4.2 Claimants who do not have a direct contract with the Contractor:

- 1** Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- 2** Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- 3** Not having been paid within the above 90 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

§ 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

§ 6 When the Claimant has met the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

§ 6.2 Pay or arrange for payment of any undisputed amounts.

§ 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

§ 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 15 DEFINITIONS

§ 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone services, tools and equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure by the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

SECTION 00620

CERTIFICATES

PART 1 - GENERAL

1.01 APPLICATION FOR PAYMENT

AIA Document G702 and G703 1992 Edition Application for Payment and Schedule of Values shall be used. This form is approved and recommended by American Institute of Architects (AIA) and Associated General Contractor of America (AGC), and is on file for reference at the office of the Owner and Consultant. It shall be made a part of the contract and attached thereto.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 00620

Application and Certificate for Payment

TO OWNER: PROJECT: current template documents APPLICATION NO: 001

FROM CONTRACTOR: VIA ARCHITECT: **PERIOD TO:** **CONTRACT FOR:** General Construction **CONTRACT DATE:** **PROJECT NOS:** / / **CONTRACTOR:** **FIELD:** **OTHER:**

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 0.00

2. Net change by Change Orders \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 0.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00

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

b. 0 % of Stored Material (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 0.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00

8. CURRENT PAYMENT DUE \$ 0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	\$ 0.00

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

CONTRACTOR: By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before _____ day of _____

My Commission expires: _____

Architect's Certificate for Payment

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 0.00

(Attach explanation of amount certified if it differs from the amount applied. Initial all figures on this Application and on the Certificate for Payment that are changed to conform with the amount certified.)

ARCHITECT: By: _____ Date: _____

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

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Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage items may apply.

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS PERIOD (D + E)	THIS PERIOD				
		\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	GRAND TOTAL	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

EXAMPLE



AIA[®] Document A201[™] – 1997

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address):

Boone County Jail Roof Replacement
2121 County Drive
Columbia, Missouri 65201

THE OWNER:

(Name and address):

Boone County, Missouri, Political Subdivision of the State of Missouri
5551 highway 63 South
Columbia, Missouri 65201

THE ARCHITECT:

(Name and address):

RTI Consultants
7903 West 83rd Street
Overland Park, Kansas 66204

ADDITIONS AND DELETIONS:

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

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

This document has been approved and endorsed by The Associated General Contractors of America

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or 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 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

§ 1.3.1 Terms capitalized in these General Conditions include those which 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

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

§ 1.5 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

§ 1.5.2 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.

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or

continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

§ 2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the

Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

§ 3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but 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. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.

§ 3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Sections 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Sections 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

§ 3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which 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 AND NOTICES

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

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

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 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;
- .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 in sufficient time to avoid delay in the Work.

§ 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. Important

communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

§ 3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review 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

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

§ 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 which 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. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. 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 which 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 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

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

§ 3.15 CLEANING UP

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Section 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

§ 4.1 ARCHITECT

§ 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

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

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

§ 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and

deficiencies in the Work, and (3) to determine in general if the Work 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 neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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

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

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

§ 4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will 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, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

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

§ 4.2.11 The Architect will interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

§ 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 initial decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

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

§ 4.3 CLAIMS AND DISPUTES

§ 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of 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. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7.1 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.

§ 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 4.4.

§ 4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.6.

§ 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 4.3.

§ 4.3.7 Claims for Additional Time

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

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

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

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

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES

§ 4.4.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Sections 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 4.4.2 The Architect will review Claims and within ten days of the receipt of the 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 Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

§ 4.4.3 In evaluating Claims, the Architect 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 Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

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

§ 4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration.

§ 4.4.6 When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

§ 4.4.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or 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 Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 4.4.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Architect, by mediation or by arbitration.

§ 4.5 MEDIATION

§ 4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

§ 4.6 ARBITRATION

§ 4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 4.5.

§ 4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

§ 4.6.3 A demand for arbitration shall be made within the time limits specified in Sections 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section 13.7.

§ 4.6.4 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 4.6.5 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 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.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.3.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

- .1 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 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Section 7.3.6.

§ 7.3.4 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.

§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor 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.

§ 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect 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, a reasonable allowance for overhead and profit. 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 7.3.6 shall be limited to the following:

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

§ 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which 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, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That 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 4.

§ 7.3.9 When the Owner and Contractor agree with the 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 shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.4 MINOR CHANGES IN THE WORK

§ 7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to

payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work which 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 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;

- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another 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 persistent failure to carry out the Work in accordance with the Contract Documents.

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

§ 9.6 PROGRESS PAYMENTS

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

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in

the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 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 verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

§ 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) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

§ 10.4 The Owner shall not be responsible under Section 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

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

§ 10.6 EMERGENCIES

§ 10.6.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations 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 which 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 date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. 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. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. 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 in accordance with the Contractor's information and belief.

§ 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 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Sections 11.1.1.2 through 11.1.1.5.

§ 11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

§ 11.3.3 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability Insurance coverage under Section 11.1.

§ 11.4 PROPERTY INSURANCE

§ 11.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

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

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

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

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

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

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

§ 11.4.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.4.7 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.

§ 11.4.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.4. 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.

§ 11.4.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Section 4.6. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Sections 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

§ 11.5 PERFORMANCE BOND AND PAYMENT BOND

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

§ 11.5.2 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 permit a copy to be made.

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance 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 which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which 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 which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract

Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the Owner prefers to accept Work which 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

§ 13.1.1 The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

§ 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or 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 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 in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. 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 tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

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

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

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

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

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

§ 13.6 INTEREST

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

§ 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.7.1 As between the Owner and Contractor:

- .1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- .2 an act of government, such as a declaration of national emergency which requires all Work to be stopped;
- .3 because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work

by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

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

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

11. Subparagraph 3.4.1: Add the following: 3.4.1.1 Products are generally specified by ASTM (American Society of Testing Materials) or other referenced standard, and/or by manufacturer's name and model number or trade name. When specified only by reference standard, Contractor may select any product meeting this standard by any manufacturer. When several products or manufacturers are specified as being equally acceptable, Contractor has option of using any product and manufacturer combination listed.
12. Paragraph 3.5: Add the following: 3.5.2 Contractor shall and does hereby guarantee all Work for a period of two years from Date of Substantial Completion of Work. All movable or adjustable parts shall remain in good working order, including hardware, apparatus, and electrical and all other equipment. Nothing in above intends or implies that this guarantee shall apply where damage occurs due to improper maintenance or operation, or to normal wear and usage.
13. Subparagraph 3.7.1: Add the following: "Owner shall pay for customary permit and system development charges associated with domestic water, fire water, electrical service and sanitary sewers."
14. Subparagraph 3.7.3: Add the following: "Insofar as Contract Documents have been prepared in accordance with applicable laws, statutes, building codes and regulations, Contractor shall execute Work in accordance with their intent and with said laws, statutes, building codes and regulations."
16. Subparagraph 3.9.1: Add the following: "Contractor's superintendent shall be demonstrated to be experienced in Work of character covered by contract, shall be acceptable to the Architect/Engineer and shall be continued in this capacity for particular job involved unless the superintendent ceases to be on Contractor's payroll."
17. Subparagraph 4.2.12: In second sentence delete word "initial."
18. Subparagraph 4.3.7.2: Add the following: "Average number of calendar days, including weekends and holidays, during which adverse weather should be anticipated for general locale of this project are listed below for each month for year. These are based upon NOAA information and upon data used by U.S. Army Corps of Engineers."

January	February	March	April	May	June	July	August	September	October	November	December
16	11	6	7	7	8	7	5	6	5	3	9

4.3.7.2.1. Contractors shall include provision in their bids and construction schedules for no less than this number of calendar days per month during which adverse weather might potentially delay their Work. Contractors shall also keep detailed onsite logs to substantiate the actual weather conditions and site conditions, including temperature, precipitation, snow or ice cover, wind and similar environmental data; and to document the number of personnel onsite, their activities and time periods for those activities; and the specific days and times when adverse weather prevented Work from occurring, and why or how it did.

4.3.7.2.2. Should any Contractor feel that their Work was delayed by adverse weather conditions exceeding number of days identified in Subparagraph 4.3.7.2 as normally anticipated for that month, and should they wish to therefore request a time extension to Contract, they shall submit such request in writing to Architect. Such request shall include copies of onsite logs during period in question, as well as any additional data or explanations, which can substantiate this request.

4.3.7.2.3. To be eligible for a time extension to Contract due to adverse weather, Contractor must have been prevented from Working for 50% or more of Contractor's scheduled Work effort for that day, and Work delayed must be on critical path of Contractor's Construction Schedule.

4.3.7.2.4. Requests for time extensions and Work of separate Contractors will be considered independently, since a delay to one may or may not affect others. A time extension to one separate Contractor does not imply that a similar time extension will also be granted to other separate Contractors; although requests will be considered from a Contractor not directly delayed by adverse weather who can substantiate that delayed Work of another Contractor will affect timely completion of his Work.

4.3.7.2.5 Architect shall advise Contractor and Owner in writing of his decision within fifteen days of Contractor's request. Any time extensions, which Architect agrees, are reasonable and appropriate shall be incorporated by Contract Change Order.

SECTION 00800

SUPPLEMENTARY GENERAL CONDITIONS

General Conditions of Contract for Construction, AIA Document A201, Fifteenth Edition, 1997, Articles 1 through 14 inclusive, is a part of this contract and is incorporated herein as fully as if here set forth.

1. Supplements: The following supplements modify, change, delete from or add to General Conditions of Contract for Construction, AIA Document A201, Fifteenth Edition, 1997. Where any article of General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplements, unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.
2. Paragraph 1.1: Add the following: 1.1.8. Reference to "the Contractor" means GENERAL CONTRACTOR. Reference, if any, to "Contractors" means separate contracts or subcontractors.
3. Subparagraph 1.1.1: Delete last sentence and insert following: "Contract Documents will include BID SOLICITATION, INSTRUCTIONS TO BIDDERS, BID FORM, and ADDENDUM." Add the following: "Contract Form will be Standard Form of Agreement Between Owner and Contractor (Stipulated Sum), AIA Document A101, and "Addendum to Standard Form of Agreement Between Owner and Contractor" form which is bound hereinafter."
4. Subparagraph 1.1.3: Add the following: "Work referred to in these documents consists of furnishing all labor, materials and equipment for complete installation of all Work as specified herein and shown on drawings, including: delivery, unloading, uncrating, assembling, setting-in-place, leveling, adjustment, completely installing and cleaning up of any debris."
5. Subparagraph 1.1.3: Add the following: 1.1.3.1: Work shall be in strict accordance with Drawings and Specifications. Contractor shall thoroughly investigate all local trade jurisdictional rulings and shall be held completely responsible for settlement of any disputes arising from fabrication, installation, or completion of Work under this Contract.
6. Paragraph 1.2: Add the following: 1.2.4: Reference to standard specifications of any technical society, organization, or association, or to codes of local or state authorities, shall mean latest standard, code, specification, or tentative specification adopted and published at date of taking bid, unless specifically stated otherwise. 1.2.5: Contractor shall notify Architect in writing of any inconsistency found between specifications and drawings. Architect will then advise Contractor on whether specifications will control. 1.2.6: 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 responsibility of any particular party involved in Work. Limitations of any Subcontractor's Work shall rest solely upon agreement between Contractor and Subcontractor, regardless of where Work is called for in Contract Documents.
7. Subparagraph 1.6.1: In third sentence delete words "and unless otherwise indicated Architect and Architect's consultants shall be deemed authors of them and will retain all common law, statutory and other reserved rights, in addition to copyrights."
8. Subparagraph 2.2.3: Delete last sentence.
9. ARTICLE 2: Add the following: 2.5.1: When Architect's Additional Services are required because of defective Work, neglect, failure, deficiencies, or default by Contractor, Architect's compensation for such services shall be based on Architect's invoice to Owner. Invoice, when approved by Owner, along with other cost, damages and liabilities incurred by Owner or Architect, shall be basis for adjusting Contract Sum, by Change Order, to compensate Owner for Architect's Additional Services.
10. Subparagraph 3.2.1: Delete last sentence and insert following: "If Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in Contract Documents without such notice to Architect, Contractor shall thereby assume responsibility for performance and bear attributable correction cost."

32. Subparagraph 8.3.2: Delete Subparagraph and insert the following: "All claims for extensions of time shall be made in writing (stating dates and causes) to Architect each month and shall accompany Application for Payment; otherwise, they shall be waived. In case of continuing cause of delay, only one claim is necessary."
33. Subparagraph 9.3.1: Delete Subparagraph and insert the following: "Contractor will be given a schedule regarding when Applications for Payment must be submitted each month. Contractor shall submit to Architect an itemized Application for Payment for operations completed in accordance with schedule of values, consisting of one (1) original and three (3) copies of AIA forms G702 and G703, notarized and supported by such additional data substantiating Contractor's right to payment as Owner or Architect may require and reflecting retainage, if any, as provided elsewhere in Contract Documents."
34. Subparagraph 9.3.1: Add the following: 9.3.1.3: 10% of certified amount completed shall be withheld as retainage. Retainage will not be reduced until project has been approved for final completion and has received final Certificate of Occupancy from local building code officials.
35. Paragraph 9.3: Add the following: 9.3.4: Immediately, upon receipt of each Progress Payment and upon receipt of Final Payment as provided in Article 9 of General Conditions, Contractor shall provide Owner with a statement under oath, acknowledging receipt of such payment and certifying that Contractor has paid all Subcontractors sums due and owing to Subcontractors as evidenced by Application for Payment. Such acknowledgment and certification will be in a form acceptable to Architect and Owner. Contractor shall not be entitled to receive any further payments pursuant to Agreement unless and until Contractor is in compliance with terms of this paragraph. Contractor acknowledges right of Owner to advise subcontractors and sub-subcontractors that Owner has made a Progress Payment or has made final payment to Contractor. Architect may decline to approve any Application for Payment and Owner shall not be required to make any Progress Payments or Final Payment to Contractor if Contractor is in violation of any term or condition of this Agreement, General Conditions of Contract (AIA Document A201), or Supplementary General Conditions, or if Contractor fails to timely provide any information reasonable requested by Owner.
36. Subparagraph 9.6.1: Delete in its entirety and insert the following: "After Architect has issued a Certificate of Payment, Owner shall make payment thereof during month following month dated on Certificate of Payment. Architect may decline to approve any Application for Payment and Owner shall not be required to make any Progress Payments or Final Payment to Contractor if Contractor is in violation of any term or condition of this Agreement, General Conditions of Contract (AIA Document A201), or Supplementary Conditions, or if Contractor fails to timely provide any information reasonably requested by Owner."
37. Subparagraph 9.7.1: In first sentence, delete words "or awarded by arbitration." Delete second sentence.
38. Subparagraph 9.8.1: Add the following: ", including approval for occupancy from local jurisdiction." To include, but not limited to all roofing and sheet metal work complete and contractor has provided a letter stating completion.
39. Subparagraph 9.10.1: Add the following: "Final payment shall be made within thirty (30) days after issue of final Certificate of Payment."
40. Subparagraph 9.10.2: Add the following: 9.10.2.1: Architect's certificate of final acceptance of Work shall be obtained prior to release of any retained percentage.

9.10.2.2. A final Certificate of Occupancy shall be obtained from jurisdiction having authority prior to release of any retained percentage.
41. ARTICLE 9: Add the following: 9.11.1: With each pay application, 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 Application for Payment. Contractor shall not be entitled to receive any further payments pursuant to Agreement unless and until Contractor is in compliance with terms of this paragraph. Contractor acknowledges right of Owner to advise subcontractors and sub-subcontractors that Owner has made a Progress Payment or has made Final Payment to Contractor.
42. ARTICLE 9: Add the following: LIQUIDATED DAMAGES 9.12.1: ARTICLE 9: Add the following: LIQUIDATED DAMAGES 9.12.1: If the Contractor refuses, neglects, or fails to complete the Work within the

19. Subparagraph 4.3.10: Delete in its entirety.
20. Subparagraph 4.4.1: In first sentence delete word "Initially". Delete second and third sentences in their entirety.
21. Subparagraph 4.4.5: In second sentence delete words "but subject to mediation and arbitration."
22. Subparagraph 4.4.6: Delete in its entirety.
23. Subparagraph 4.4.8: Delete words "by mediation or by arbitration."
24. Paragraph 4.5: Delete in its entirety.
25. Paragraph 4.6: Delete in its entirety.
26. Subparagraph 6.1.3: Delete paragraph and insert the following: "General Contractor shall assume general coordination and direction of project. Each Contractor shall cooperate with other contractors on Work and install their Work in sequence to facilitate and not delay installations of such other contractors. Architect is neither coordinator nor expeditor of Work of various contracts. Owner will provide for coordination of activities of Owner's forces. Construction progress schedule shall be as described in General Requirements."
27. Paragraph 7.3: Add the following: 7.3.10: Allowance for combined overhead and profit to be included in total cost to Owner for any of methods for determining adjustments to Contract Sum shall not exceed following schedule:
 1. For Contractor, for Work performed by Contractor's own forces, 10% of cost.
 2. For Contractor, for Work performed by Contractor's Subcontractor, 5 % of amount due Subcontractor.
 3. For each Subcontractor's or Sub-subcontractors' own forces, 10 % of cost.
 4. Cost to which overhead and profit is to be applied shall be determined in Subparagraph 7.3.6.
 5. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500 be approved without such itemization.
28. Subparagraph 7.3.6: In first sentence, delete words "a reasonable allowance for overhead and profit," and substitute "a reasonable allowance for overhead and profit as provided in Subparagraph 7.3.10."
29. Subparagraph 7.3.8: Delete second and third sentences.
30. Subparagraph 8.1.2: Delete Subparagraph and insert following: "The date of approval of award of contract by Owner shall be authorization for Contractor to proceed with procurement of tangible personal property and materials to be incorporated or consumed in Work. Owner's receipt of Contract Bonds and Insurance will constitute (Notice to Proceed with Construction) and will be so indicated in Agreement. Date shall not be postponed by failure to act of Contractor or of persons or entities for which Contractor is responsible."
 - 8.1.2.1. Contractor shall anticipate a delay of up to sixty (60) days for plan review by agency of jurisdiction. No extension of Contract Time will be allowed for this period. Contractor shall pay for all permits including partial permit fees if required.
31. Subparagraph 8.3.1: Delete Subparagraph and insert the following: "If Contractor is delayed at any time in progress of Work by any act or neglect of Owner or Architect, or by any employee of either, or any separate Contractor employed by Owner, or by changes ordered in Work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or causes beyond Contractor's control (not including weather or results of weather), or delay authorized by Owner, or by any cause which Architect determines may justify delay (not including weather or results of weather), then contract Time shall be extended by Change Order for such reasonable time as Architect may determine."

time stated at each Phase in the Contract, then the Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner, as a penalty, sum of five hundred dollars (\$500) for each calendar day that Contractor is in default after time stipulated in Contract for completing Work until Work is Substantially Complete. The Owner may withhold from payments due the Contractor, such amounts as may be assessed as penalties. Upon Substantial and Final Completion of the Work, the Owner may adjust the Contract Sum by the amount of the assessed penalties. Substantial completion shall be defined as "Completion of all work excluding items noted at the pre-final review".

A penalty in the amount of \$200 per week will be accessed beginning five weeks after the date of the pre-final review until all required closeout document have been submitted to Architect. Owner may withhold from payments due Contractor, such amounts as may be assessed as liquidated damages or penalties. Upon Substantial and Final Completion of Work, Owner may adjust Contract Sum by amount of assessed liquidated damages or penalties.

43. Subparagraph 10.1.1: Add the following: "Notwithstanding any reference to any rule or regulation, neither Architect-Engineer nor Owner shall assume any duty to provide supervision of construction methods or processes or to enforce compliance with any safety regulations." 10.1.1.1: Work shall be asbestos free. Contractor shall, if requested, provide certification, which attests to same. Reference in technical specifications to manufacturers, model numbers, equipment, material, article or process shall be regarded as establishing a standard of quality and/or function. Contractor shall submit a request for substitution on any item, which can not be certified to be asbestos free.
44. Paragraph 10.1: Add the following: 10.1.2: 10.1.2. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on site by Contractor, Contractor shall, upon recognizing condition, immediately stop Work in affected area and report condition to Owner and Architect in writing. Owner, Contractor and Architect shall then proceed in same manner described in Subparagraph 10.3. 10.1.3. Owner shall be responsible for obtaining services of a licensed laboratory to verify a presence or absence of material or substance reported by Contractor and, in event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by Contract Documents, Owner shall furnish in writing to Contractor and Architect names and qualifications of persons or entities who are to perform tests verifying presence or absence of such material or substance or who are to perform task of removal or safe containment of such material or substance. Contractor and Architect will promptly reply to Owner in writing stating whether or not either has reasonable objection to persons or entities proposed by Owner. If either Contractor or Architect has an objection to persons or entity proposed by Owner, Owner shall propose another to whom Contractor and Architect have no reasonable objection.
45. Subparagraph 10.2.4: Add the following: 10.2.4.1: When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, Contractor shall give the Owner reasonable advance notice.
46. Subparagraph 11.1.1: Add the following: 11.1.1.9: Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 1. Premises Operations (including X, C and U coverage as applicable).
 2. Independent Contractors' Operations.
 3. Products and Completed Operations.
 4. Personal Injury Liability with Employment exclusion deleted.
 5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
 6. Owner, non-owned and hired motor vehicles.
 7. Broad Form Property Damage including Completed Operations.

If General Liability coverage are provided by a Commercial General Liability Policy on a claims-made basis, policy date or Retroactive Date shall predate Contract; termination date of policy or applicable extended reporting period shall be no earlier than termination date of coverage required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

47. Subparagraph 11.1.2: Add the following: 11.1.2.1: Insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:
 1. Commercial or Comprehensive General Liability:

- a) General Aggregate (Commercial General Liability policies): \$2,000,000 (Policy shall be endorsed to state that this amount shall apply, in total, to this project only.)
 - b) Products and Completed Operations Aggregate: \$1,000,000.
 - c) Personal Injury Aggregate: \$1,000,000.
 - d) All types of General Liability Insurance – Each Occurrence: \$1,000,000.
 - e) Medical Expense Limit, on any one person: \$5,000
 - f) Policy shall be endorsed to state that Property Damage coverage includes explosion (x), collapse (c) and underground (u) hazards.
 - g) Broad Form Property Damage coverage shall include Completed Operations.
 - h) General Liability insurance coverage shall include Premises-Operations, Independent Contractors, Broad Form Property Damage and Contractual Liability. (If ACCORD form is used, policy shall be endorsed to state that this coverage is included.)
2. Automobile Liability:
- a) Bodily injury (per person): \$1,000,000
 - b) Bodily injury (per accident): \$1,000,000
 - c) Property Damage: \$1,000,000
 - d) Contractor may, at his option, provide Combined Single Limit (CSL) coverage for not less than \$1,000,000 for each occurrence.
 - e) Hazards each occurrence
3. Worker's Compensation: Statutory.
4. Employer's Liability:
- a) Each Accident: \$100,000
 - b) Disease – Policy Limit: \$500,000
 - c) Disease – Each Employee: \$100,000
48. Subparagraph 11.1.3: Add the following: "If this insurance is written on Comprehensive General Liability policy form, Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACCORD form 25S will be acceptable. Certificates and policies shall indicate Owner and Architect are additional insured parties on from C61020 (11-85 ed.). Contractor shall include a Waiver of Subrogation on Commercial General Liability and Workers' Compensation in favor of Owner and Architect.
49. Subparagraph 11.1.3: Add the following: 11.1.3.1: Furnish Owner, through Architect, with two copies each of required insurance." 11.1.3.2: Contractors shall require subcontractors to provide and maintain same insurance with same minimum limits.
50. Paragraph 11.3: Delete in its entirety.
51. Subparagraph 11.4.1: Add the following: "Unless approved otherwise in writing by Owner, Contractor will be required to purchase and maintain all property and other insurance covered in these Subparagraphs. Property coverage subject to maximum \$1,000 deductible. Property coverage to include earthquake and flood deductible not to exceed \$25,000. Glass breakage, or damage, may or may not be insured by him, at his option, but shall be his sole responsibility until Date of Substantial Completion (on occupied parts of the building) if damage is caused by performance of this Contract. Property Insurance must not be written to exclude coverage on remainder of Work when, and if, Owner occupies a portion of project in advance of completion of entire Work. Furnish three (3) copies of Property Insurance Certificates and Policy to Architect."
52. Clause 11.4.1.2: Delete in its entirety.
53. Subparagraph 11.5.1: Delete in its entirety and insert the following: "Contractor shall furnish bonds covering faithful performance of Contract and payment of obligations arising thereunder. Bonds may be obtained through Contractor's usual source and cost thereof shall be included in Contract Sum. Amount of each bond shall be equal to 100 percent of Contract Sum." 11.5.1.1: Contractor shall furnish required bonds as stipulated in Instructions to Bidders. 11.5.1.2: Contractor shall require attorney-in-fact who executes the required bonds on behalf of surety to affix thereto a certified and current copy of power of attorney.
54. Subparagraph 12.2.2: Add the following: 12.2.2.4. All warranties required by Contract Documents shall commence on date of Substantial Completion of Work or designated portions thereof, or for Work first completed after Substantial Completion, on date of its acceptance, unless some other commencement date is

specifically referenced elsewhere in contract documents for a specific warranty. Contractor shall be required to secure any extended warranties or special riders to standard warranties, which are required to comply with these requirements.

55. Clause 13.7.1.1: Delete in its entirety.
56. ARTICLE 13: Add the following: 13.8.1: Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. 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 advertisement, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth requirements of these non-discrimination provisions. 13.8.2: Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age. 13.8.3: 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. 13.8.4: In event of Contractor's noncompliance with any portion of this Paragraph 13.8, Owner may cancel, terminate, or suspend this Contract.
57. Subparagraph 14.1.3: In first sentence, delete words "and damages".
58. Paragraph 14.2: Add the following: 14.2.5: If, after notice of termination for failure to fulfill Contract obligations, it is determined that Contractor had not defaulted, termination shall be deemed to have been effected for convenience of Owner, and Contractor shall be paid in accordance with Paragraph 14.2.4. 14.2.6: Under Paragraphs 14.1 and 14.2, Contractor shall be paid only for value of Work completed and material supplied as of date of termination, and Contractor shall not be entitled to anticipated profits or anticipated overhead upon whole Contract or for other direct or consequential damages arising out of or resulting from Owner's termination.
59. Paragraph 14.4: Delete in it's entirety.
60. ARTICLE 15 REGULATIONS: Add the following: 15.1: 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.

END OF SECTION 00800

SECTION 00830

WAGE DETERMINATION SCHEDULE AND AFFIDAVIT

PART 1 – GENERAL

1.01 APPLICABLE FORMS

- A. Missouri Department of Labor and Industrial Relations Division of Labor Standards, Annual Wage Order No.14.
 - 1. Following is a Wage and Hour Section for workers required performing the Contract, which shall be adhered to as required by the Division of labor Standards, State of Missouri.
 - a. Section 010, Boone County
- B. Contractor shall file with the Owner on a weekly basis certified payrolls. Progress payments shall not be approved if weekly-certified payrolls are not up to date and in proper order. Copy Consultant on weekly transmittal cover letter of certified payrolls.
- C. Missouri Department of Labor and Industrial Relations Division of Labor Standards, Affidavit Compliance with the Prevailing Wage Law.
 - 1. Contractor shall file with the Consultant upon completion of the project, prior to final payment, the enclosed affidavit stating they have fully complied with the provisions and requirements of the following "Prevailing Wage Law" Section.
 - 2. The Consultant shall not approve the final application for payment until this affidavit is filed and is in proper form and order.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION 00830

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

Annual Wage Order No. 14

Section 010

BOONE COUNTY

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

Original Signed by

Allen E. Dillingham, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 9, 2007

Last Date Objections May Be Filed: April 9, 2007

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	**Effective Date of	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$26.44	55	60	\$13.66
Boilermaker			\$29.20	57	7	\$17.90
Bricklayers - Stone Mason			\$26.06	59	7	\$10.71
Carpenter			\$22.18	60	15	\$9.77
Cement Mason			\$21.59	9	3	\$9.70
Electrician (Inside Wireman)			\$27.21	28	7	\$10.69 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$35.815	26	54	\$14.554
Operating Engineer						
Group I			\$24.62	86	66	\$15.40
Group II			\$24.62	86	66	\$15.40
Group III			\$23.37	86	66	\$15.40
Group III-A			\$24.62	86	66	\$15.40
Group IV			\$22.39	86	66	\$15.40
Group V			\$25.32	86	66	\$15.40
Pipe Fitter		b	\$31.25	91	69	\$18.18
Glazier			\$22.40	FED		\$11.75 + 9.4%
Laborer (Building):						
General			\$18.37	110	7	\$8.99
First Semi-Skilled			\$26.42	114	27	\$8.93
Second Semi-Skilled			\$19.37	110	7	\$8.99
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$26.06	59	7	\$10.71
Millwright			\$23.18	60	15	\$9.77
Iron Worker			\$23.57	11	8	\$15.04
Painter			\$20.25	18	7	\$7.82
Plasterer			\$20.61	94	5	\$9.49
Plumber		b	\$31.25	91	69	\$18.18
Pile Driver			\$23.18	60	15	\$9.77
Roofer			\$25.25	12	4	\$9.84
Sheet Metal Worker			\$25.55	40	23	\$11.18
Sprinkler Fitter			\$16.00	FED		\$2.55
Terrazzo Worker			\$26.06	59	7	\$10.71
Tile Setter			\$26.06	59	7	\$10.71
Truck Driver - Teamster						
Group I			\$21.65	101	5	\$8.00
Group II			\$22.30	101	5	\$8.00
Group III			\$21.80	101	5	\$8.00
Group IV			\$22.30	101	5	\$8.00
Traffic Control Service Driver						
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

NO. 94: Means eight (8) hours shall constitute a days work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 110: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain and mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. Friday must be scheduled for at least eight (8) hours and no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate.

NO. 114: Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. All work performed on Saturday shall be paid at one and one-half (1½) times the regular straight time hourly wage rate, except for those hours used as make-up time to complete a forty (40) hour work week. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate until forty (40) hours have been worked in the work week, then the hours worked over forty (40) hours, shall be paid at the one and one-half (1½) rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. Friday must be scheduled for no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Saturdays, Sundays and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

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

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

NO. 27: All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

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

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman		\$26.18	7	16	\$9.49
Millwright		\$26.18	7	16	\$9.49
Pile Driver Worker		\$26.18	7	16	\$9.49
OPERATING ENGINEER					
Group I		\$23.70	21	5	\$15.31
Group II		\$23.35	21	5	\$15.31
Group III		\$23.15	21	5	\$15.31
Group IV		\$19.50	21	5	\$15.31
Oiler-Driver		\$19.50	21	5	\$15.31
LABORER					
General Laborer		\$22.52	2	4	\$8.13
Skilled Laborer		\$23.12	2	4	\$8.13
TRUCK DRIVER - TEAMSTER					
Group I		\$24.27	22	19	\$8.00
Group II		\$24.43	22	19	\$8.00
Group III		\$24.42	22	19	\$8.00
Group IV		\$24.54	22	19	\$8.00

For the occupational titles not listed on the Heavy Construction Rate Sheet, use Rates shown on the Building Construction Rate Sheet.

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the double time rate of pay. When a holiday falls on a Sunday, Monday shall be observed.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Thursday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

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

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$31.36	\$4.75 + 41.3%
Lineman Operator	\$27.50	\$4.75 + 41.3%
Groundman	\$21.41	\$4.75 + 41.3%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday.

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$31.36	\$4.75 + 37.3%
Lineman Operator	\$27.08	\$4.75 + 37.3%
Groundman	\$20.94	\$4.75 + 37.3%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday.



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS

**AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally came and appeared (name and title) _____ of the (name of company) _____ (a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Revised Statutes of Missouri, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied. There has been no exception to the full and complete compliance with said provisions and requirements with Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards (name of project) _____ located at (name of institution) _____ in _____ County, Missouri, and completed on the _____ day of _____.

Signature

Subscribed and sworn to me this _____ day of _____.

My commission expires _____.

Notary Public

SECTION 01001

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Summary of Work
- B. Payment Procedures
- C. Modification Procedures
- D. Coordination and Meetings
- E. Submittals
- F. Construction Facilities and Temporary Controls
- G. Materials and Equipment
- H. Product Options and Substitutions
- I. Contract Closeout

1.02 RELATED SECTIONS

- A. Contract Forms
- B. Contract Conditions
- C. Appendices

1.03 SUMMARY OF WORK

- A. References: see technical specifications
- B. Definitions
 - 1. Owner: When the term "Owner" is used in Contract Documents, it is understood to mean "Boone County, Missouri", or its authorized representative.
 - 2. Consultant: when the term "Architect" is used in Contract Documents it is understood to mean RTI Consultants, or its authorized representative.
- C. Work comprises complete construction required by Bidding Documents and includes all labor necessary to produce such construction and all materials and equipment in such construction as well as temporary facilities necessary to construction process. Construct work under a single lump-sum contract.

1.04 PAYMENT PROCEDURES

- A. Forms: Use AIA Document G702 Application and Certification for Payment for request for payments. Use AIA Document G703 Continuation Sheet in conjunction with G702 for payment requests. Contractor shall submit to Architects office by the fifteenth of the month and shall be paid by Owner by the fifteenth of the following month. If application for payment is received after the fifteenth of the month then Owner shall make payment on the fifteenth of the second month following receipt of application for payment by Architect.

B. Schedule of values

1. Submit two originals of Schedule of Values on AIA G703.
2. Identify by building including a separate line item for each of the following:
 - a. Bonds
 - b. Mobilization
 - c. Metal roof panel material
 - d. Metal panel labor
 - e. Concertina wire and wire fencing removal & reinstallation
 - f. Wall panel material
 - g. Wall panel labor
 - h. Painting material
 - i. Painting Labor
 - j. Unit Prices (if specified quantities are included in the base bid)

C. Application for Payment

1. Present required information consistent with Schedule of Values.
2. Execute application by signature of authorized officer of Contractor's firm.
3. Use data from Schedule of Values, indicating dollar value in each column of each line item for portion of Work completed through the last day of application period, and for products properly stored in accordance with Contract Documents through the last day of previous application period. Round off dollar values to nearest dollar. Complete every entry on form.
4. Indicate each authorized Change Order or Construction Change Directive as separate line items on G703. List by appropriate Change Order Number or Construction Change Directive Number. Indicate dollar value breakdown of each Change Order or Construction Change Directive.

D. Payment Procedure

1. Submit 2 originals of each Application for Payment.
2. Submit an updated Construction Progress Schedule with each Application for Payment.
3. Submit waivers of mechanics liens from Contractor, Subcontractors, sub-subcontractors, and material and equipment suppliers for construction period covered by previous application for payment. Submit on acceptable form.
4. When Owner requires substantiating information to support Contractor's application for payment, submit data justifying dollar amounts, which are in question. Provide one copy of data with cover letter for each copy of Application for Payment and indicate application number and date, Project Number, and list each item in question by continuation sheet identification.

E. Unit prices

1. Changes to Contract Sum: Unit Prices constitute full compensation or credit, as case may be, for complete provision, fabrication, and installation of each item listed based solely on Work in place, including all necessary labor, products, tools, equipment, transportation, services and incidentals, appurtenances, and connections required to complete Work in place, and including insurance, overhead, profit and supervision.
2. Measurement:
 - a. Take measurements and compute quantities for which Unit Price items are applicable.
 - b. Consultant will review measurements and quantities. Contractor shall assist by providing necessary equipment, workers, and survey personnel, as requires.
 - c. Final payment for Work governed by Unit Prices will be made on basis of actual measurements and quantities reviewed by consultant, multiplied by Unit Price for Work, which is incorporated in or made necessary by Work.

1.05 MODIFICATION PROCEDURES

A. Changes to Work require written documentation.

B. AIA Document G701 to be used for making modifications to Contract Documents, which include but

not limited to changes in scope, contract sum, and contract time.

1.06 COORDINATION AND MEETINGS

- A. Coordination
 - 1. Coordinate schedules, submittals, and Work of various sections to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.
 - 2. Coordinate completion and clean up of Work of separate sections in preparation for substantial completion and for portions of Work designated for Owner's occupancy.
 - 3. After Owner occupancy of premises, coordinate access to Site for correction of defective Work not in accordance with Contract Documents with Owner, to minimize disruption of Owner's activities.
- B. Pre-construction Conference:
 - 1. Conducted two weeks after contract is executed.
- C. Pre-installation Conference:
 - 1. Conducted one week prior to construction.
- D. Progress Meetings:
 - 1. Contractor will be required to attend scheduled progress meetings

1.07 SUBMITTAL PROCEDURES

- A. The submittals required from contractor include, but are not limited to the following:
 - 1. Pre-Construction, Construction, Shop Drawings, and Closeout submittal form must identify project name, project number, contractor, subcontractor, and manufacturer.
 - 2. Submit two originals of each pre-construction submittal. Pre-construction submittals shall be submitted and reviewed prior to pre-construction conference and distributed at pre-construction conference.
 - 3. Submit completed construction submittal form no later than two weeks after the pre-construction conference.
 - 4. Submit one copy of shop drawing letter to be submitted at the pre-installation conference.
 - 5. Submit two originals of closeout submittals, within six weeks of pre-final inspection.
- B. Pre-construction Submittals
 - 1. AIA Document A101: Standard Form of Agreement Between Owner and Contractor
 - 2. AIA Document A305: Contractor's Qualification Statement
 - 3. AIA Document A312: Performance Bond and Payment Bond
 - 4. AIA Document G703: Schedule of Values
 - 5. Construction schedule
 - 6. Certificate of Insurance
- C. Construction Submittals: Reference Exhibits B and C at the end of this section
- D. Shop Drawings: Contractor to submit written correspondence indicating details will be installed as designed, noting exceptions. Enclose taper layout of roof insulation.
- E. Closeout Submittals
 - 1. AIA Document G706: Contractors Affidavit of payment of Debt and Claims
 - 2. AIA Document G706A: Contractors Affidavit of Release of Liens
 - 3. Subcontractor Lien Waivers
 - 4. AIA Document G707: Consent of Surety Company to Final Payment
 - 5. Contractor Guaranty (Included in the project manual)
 - 6. Manufacturer's Guaranty
 - 7. Certificate stating no asbestos has been used on project
 - 8. Certificate indicating all items listed at final review have been corrected

9. Signed affidavit included in project manual certifying compliance with prevailing wage rates.

1.08 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

A. Temporary Utilities

1. Existing Utilities: Provide protection to prevent damage or interference to existing utilities. In the event of accidental interruption of a service or utility, inform Owner and related utility company without delay, and take prompt remedial action.
 - a. Schedule Work requiring disconnections, re-connections, and interruptions of services and utilities with Owner and utility companies.
 - b. Maintain electrical and mechanical services and utilities unless interruptions are scheduled.
 - c. Provide and remove temporary connection devices when no longer required.
2. Temporary Water: Contractor shall connect to Owner's existing service. Owner will pay cost of water used for general use. Owner will not pay cost for water used associated with lightweight insulating concrete.
3. Temporary Sanitary Facilities:
 - a. Provide and maintain adequate chemical toilet facilities.
 - b. Construction personnel shall not use existing toilets.
 - c. Provide drinking water from an approved source.
4. Temporary Fire protection: Provide and maintain fire fighting equipment for duration of construction in accordance with requirements of local authorities and subject to approval of Owner's insurance carriers.
5. Temporary Electricity: Contractor shall connect to Owner's existing service. Owner will pay cost of electricity used. Provide flexible power cords as required.
6. Temporary Lighting: Provide and maintain lighting for construction operations to achieve not less than two watts per square foot of illumination.

B. Temporary Barriers, Enclosures, and Security

1. Provide temporary barriers and enclosures outside building for safety, unauthorized entry, and protection of existing facilities, protection of existing vegetation, protection of materials, and protection against the weather. Do not block required egress routes.
2. Provide temporary weather-tight closure of exterior openings to accommodate acceptable working conditions and protection of Products.
3. Provide temporary protection at existing sidewalks in compliance with regulations of authority having jurisdiction.
4. Provide security and facilities to protect Work, existing facilities, and Owners operations from unauthorized entry, vandalism, and theft. Coordinate with Owner's security program.
5. Temporary Dust Controls: Provide water sprinkling materials and equipment for the prevention of nuisance of dust to surrounding areas.

C. Protection of Existing Plant Life

1. Protect trees, shrubs, lawns, and other existing plant growth.
2. Repair or replace existing plant life, which is damaged by construction operations. Obtain services of licensed arborists to repair damage to plant life. Replace plant life, which cannot be repaired and restored to full-growth condition.

D. Protection of Installed Work

1. Protect installed Work and provide special protection where specified in individual Sections of Project Manual.
2. Provide temporary and removable protection for installed Products. Control activity in immediate Work area to minimize damage.
3. Prohibit traffic and storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing manufacturer.

E. Site Access

1. Maintain access to fire hydrants, free of obstructions.

2. Provide means of removing mud from vehicle wheels before entering streets.
3. Parking: Arrange for surface parking areas, subject to Owner's approval, to accommodate construction personnel. When Site space is not adequate, provide additional off Site parking.

F. Removal of Facilities and Controls

1. Clean and repair damage caused by installation and use of temporary work.
2. Restore existing facilities used during construction to their original condition.
3. Restore permanent facilities used during construction to their specified condition.

1.09 MATERIALS AND EQUIPMENT

A. Reuse of existing material.

1. Except as specifically indicated on Drawings or specified in Project Manual, materials and equipment removed from existing Site and building shall not be used in completed Work.
2. For material and equipment specifically indicated on Drawings or specified in Project Manual to be reused in Work, use special care in removal, handling, storage, and reinstallation to assure proper function in completed Work.
3. Arrange for transportation, storage, and handling of materials, which require off-site storage, restoration, or renovation. Pay cost associated for such Work.

B. Transportation and handling.

1. Transport, handle, and store products and equipment in accordance with manufacturer instructions.
2. Arrange deliveries of Products and equipment in accordance with Project Construction Schedule.
 - a. Coordinate to avoid conflict with Work and conditions at Site.
 - b. Immediately upon delivery, inspect shipments to assure compliance with Contract Documents and reviewed Submittals, and that Products and equipment are undamaged.

C. Storage and protection.

1. Store and protect Products and equipment in accordance with manufacturer's instructions, with seals and labels intact and legible.
2. Provide bonded off-site storage and protection when Site does not permit on-Site storage or protection.
3. Store Products and equipment subject to damage by the elements in weather tight enclosures.
4. Maintain temperature and humidity within ranges required by manufacturer's instructions.
5. Exterior Storage:
 - a. Store fabricated Products above ground, on blocking or skids.
 - b. Cover Products subject to deterioration with impervious sheet covering.
 - c. Provide adequate ventilation to avoid condensation or degradation of Product.
6. Provide equipment and personnel to store Products and equipment by methods to prevent soiling, disfigurement, or damage to Product or packaging.
7. Arrange storage of Products and equipment to allow access by Consultant for review and verification. Periodically inspect to assure Products are undamaged and are maintained under required and specified conditions.
8. Provide substantial coverings to protect installed Products from damage caused by traffic and subsequent construction operations.

1.10 PRODUCT OPTIONS AND SUBSTITUTIONS

A. Product

1. Definition: Products means new material, machinery, components, equipment fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying, and installation of the Work. Products may also include existing materials or components required to be reused.
2. Standard of Quality: Specified manufacturers, materials, products, and equipment have been used in preparing the Contract Documents, and thus, establish minimum standard of required

- function, dimension, appearance, and quality for performance and appropriateness.
3. Provide interchangeable components of the same manufacturer for similar components.

B. Product Selection Procedures

1. Product selection is governed by Contract Documents, not by previous experience or tradition.
2. Reference Standard Specification: Where product or materials are specified only by reference standard, provide any product meeting that standard. If reference standard is following by a description of materials, special features, or performance criteria, make necessary modifications to standard or custom products to fully comply with the description of materials, special features, or performance criteria specified.
3. Descriptive Specifications: Where products, materials, or equipment are specified by indicating a detailed description of the required properties, minimum attributes, special features, or performance criteria, provide any product meeting that description.
 - a. If descriptive specification is followed by a list of acceptable manufacturers or acceptable manufacturers and products, select product from only those manufacturers and products. If manufacturer's standard product is listed, and it does not comply with minimum description indicated, make necessary modifications to standard or custom products to fully comply with required properties, minimum attributes, special features, or performance criteria specified.
 - b. If a list of specified manufacturers includes statement "Comparable Products" of other specified manufacturers, select product only from those manufacturers specified in that Section of the Contract Documents complying with required properties, minimum attributes, special features and performance criteria specified.
 - c. If a list of specified manufacturers includes statement "Comparable Products" of other manufacturers, select product from any manufacturer complying with required properties, minimum attributes, special features, and performance criteria specified.
4. Proprietary Specifications: Where products, materials, or equipment are specified by specific manufacturer name, model number, type designation, or other unique characteristics, provide only products specified in Contract Documents. When indicated in individual specification Sections as "No Substitutions", provide only specific name product. Substitutions will not be considered.
5. When indicated in individual specification Section, the design layout, space allocation, connection details, and other requirements are based on proprietary products of a specific manufacturer so identified under PART 2 of that Section. Other manufacturers, even if specified as acceptable, shall comply with the minimum levels of material, detailing and dimensional restrictions established for the proprietary product, even if these levels are not indicated in the Contract Documents.

C. Base Bid

1. Phrase "or equal" is not implied in Contact Documents. Request for substitution and product options shall be made in accordance with procedures specified in this Section.
2. It is understood, agreed by bidders, Contractors, subcontractors, and material suppliers that bids, and contracts shall be based on products exactly as specified in Contract Documents.
3. Base Bid Conditions: Bids and Contract shall be based upon materials, products, and equipment described in Bidding Documents. Where additional products or manufacturers are incorporated by Addenda, Contractor is responsible for coordinating and paying for any necessary changes to Work required incorporating additional products.

1.11 CONTRACT CLOSEOUT

A. Closeout procedures

1. Contractor to submit a list of items to be completed or corrected.
2. When work is considered complete, contractor to submit written notice of following:
 - a. Contract Documents have been reviewed.
 - b. Contractor has inspected Work for compliance with Contract Documents.
 - c. Work has been completed in accordance with Contract Documents.

- d. Work is completed and ready for final inspection by Consultant.
- 3. Consultant will make an inspection to review status of completion with reasonable promptness after receipt of contractor notice. Should consultant determine work is incomplete or defective, consultant will notify contractor in writing listing incomplete and defective Work.
 - a. Within 10 days of date of consultant's list, contractor to submit written request for any clarification of consultant's list of incomplete or defective Work.
 - b. Contractor to immediately remedy incomplete and defective Work.
 - c. Contractor to submit written notice that corrected Work is complete.
- B. Re-inspection fees
 - 1. Should consultant perform re-inspections due to failure of Work to comply with claims of status of completion made by contractor, consultant will be compensated for additional services.
 - a. Cost of consultant's additional services will be calculated in accordance with hourly rates included in the Agreement Between Owner and Consultant.
 - b. Consultant will issue a deduct Change Order in amount of consultants additional services.
 - c. Owner will deduct amount of consultant's additional services from final payment to contractor.
- C. Final cleaning
 - 1. Complete prior to Substantial Completion.
 - 2. Remove temporary protective coatings, barriers, and labels not required to remain.
 - 3. Clean finishes free of dust, stains, films, and other foreign substances.
 - 4. Clean waste and debris from service areas, roofs, gutters, downspouts, and other areas.
 - 5. Remove waste and surplus materials, rubbish, and construction facilities from Site.
 - 6. Maintain Work in clean condition until consultant certifies Substantial Completion.
- D. Closeout submittals: Reference Submittal Section

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01010

Exhibit A
Pre-construction Conference/Submittal Form Letter

Date

RTI Contact
RTI Consultants
7903 West 83rd Street
Overland Park, Kansas 66204

Re: Pre-construction submittals
Project Name
RTI No.: 7047

RTI Contact,

We are in receipt of the executed contract (AIA Document A101: Standard Form of Agreement Between Owner and Contractor) for the above reference project. We submitted our AIA Document A305: Contractor's Qualification Statement with our bid. Please find enclosed two originals of the remaining pre-construction submittals for your review. RTI Consultants will be responsible for bringing the pre-construction submittals to the conference for distribution.

AIA Document A312: Performance and Payment Bond
AIA Document G703: Schedule of Values
Construction Schedule
Certificate of Insurance (*Owner is listed as Certificate Holder*)

(Contractor representative) will attend the pre-construction conference scheduled for (month, day, year) at (am or pm), at (name of building, address, city, state, and zip code).

Sincerely,

Contractor representative
Contracting company name

Exhibit B
Construction Submittal Form Letter

Date

RTI Contact
RTI Consultants
7903 West 83rd Street
Overland Park, Kansas 66204

Re: Construction submittals
Project Name
RTI No: 7047

RTI Contact,

Please find enclosed two originals of the completed Exhibit C construction submittal form. If you have any questions, please contact our office.

Sincerely,

Contractor representative
Contracting company name

EXHIBIT C

Construction Submittal Form (Boone County Jail)

ITEM/DESCRIPTION	ASTM NUMBER (if applicable)	MANUFACTURER/PRODUCT NAME
Section 07410		
Production Data (1.03.A)		
Shop Drawings (1.03.B)		
Structural Certification (1.03.C)		
U.L. Certification (1.03.D)		
Product Samples (1.03.E)		
Section 07920		
Sealant		

Company Name

(Attest)

Contractor Signature

(Seal)

Secretary

Date

Exhibit D
Shop Drawing Submittal Form Letter

Date

RTI Contact
RTI Consultants
7903 West 83rd Street
Overland Park, Kansas 66204

Re: Shop Drawing submittals
Project Name
RTI No.: 7047

RTI Contact,

Contracting Company will install the details as drawn.

Contracting Company will install the details as drawn, with the following exceptions:

Detail 6005-13 HVAC expansion joint (Example)

Detail 6005-12 Drain (Example)

Please find enclosed the amended details.

If you have any questions, please contact our office.

Sincerely,

Contractor representative
Contracting company name

Exhibit E
Pre-Installation Conference Form Letter

Date

RTI Contact
RTI Consultants
7903 West 83rd Street
Overland Park, Kansas 66204

Re: Construction submittals
Project Name
RTI No.: 7047

RTI Contact,

(Contractor name) will attend the scheduled pre-installation conference for the above referenced project on (month day, year), at am or pm. The conference will be conducted at the project site. Please find enclosed (video or digital photographs) that represent the existing conditions of the project site. Also enclosed is a list of emergency phone numbers.

Sincerely,

Contractor representative
Contracting company

Exhibit F
Close out Submittal Form Letter

Date

RTI Contact
RTI Consultants
7903 West 83rd Street
Overland Park, Kansas 66204

Re: Close out submittals
Project Name
RTI No. 7047

RTI Contact,

Please find enclosed two originals of the following for your review:

1. AIA Document G706: Contractors Affidavit of payment of Debt and Claims
2. AIA Document G706A: Contractors Affidavit of Release of Liens
3. Subcontractor Lien Waivers
4. AIA Document G707: Consent of Surety Company to Final Payment
5. Contractor Guaranty (Included in the project manual)
6. Manufacturer's Guaranty
7. Certificate stating no asbestos has been used on project
8. Certificate indicating all items listed at final review have been corrected
9. Signed affidavit included in project manual certifying compliance with prevailing wage rates.

Sincerely,

Contractor representative
Contracting company name

SECTION 07410

METAL ROOF AND WALL PANELS

PART 1 - GENERAL

Drawings and general provisions of the Contract, including general and supplementary conditions and Division 1 specification sections apply to work specified in this section.

1.01 DESCRIPTION OF WORK

- A. This work involves installation of new, sloped pre-engineered metal roof system supported by new structural framing over existing sloped roofs.
- B. Extent of pre-engineered metal roof system as indicated on drawings and by provisions of this section and is defined to include structural framing; metal roof panels; fiberglass insulation; metal wall panels, eave and gable trim, gutters, flashings, sealants, fasteners, and miscellaneous flashings, closures and accessories directly related to the pre-engineered metal roof system. Manufacturer's standard components shall be used, provided components, accessories, and complete structure conform to design appearance shown and to specified requirements.
- C. Roof insulation is specified in this section.

1.02 QUALITY ASSURANCE

- A. Design Criteria
 - 1. For structural steel members, comply with AISC "Specification for Design, Fabrication, and Erection of Structural Steel for Buildings".
 - 2. For light gage steel members, comply with AISI "Specification for Design of Cold-Formed Steel Structural Members".
 - 3. Design secondary members and covering for applicable loads and combination of loads in accordance with metal Building Manufacturers Association (MBMA) "Recommended Design Practice Manual".
 - 4. For welded connections, comply with AWS "Structural Welding Code".
 - 5. Design: Roof system shall be designed to sustain specified loads in accordance with IBC 2006 edition which shall meet, or exceed, County Climatic Data, as published in the 2001 Edition of the MBMA Low Rise Building Systems Manual. Wind uplift loading shall be calculated from a basic wind speed of 90 miles per hour in accordance with IBC 2003 edition. Components of roof system shall meet design loads as described above, and applied in load combinations as specified in the IBC 2003 edition, without exceeding allowable working stresses.
 - 6. Wind Uplift Classification: Pre-engineered metal roof system shall be approved by Underwriters Laboratories, Inc. as a UL Class 90 roof when installed in accordance with construction number description as listed in the UL Building Material Directory.
- B. Supplier: A single supplier shall furnish system specified in this section and shall be a firm that is, and has been for a minimum period of ten years prior to bid date, an authorized and franchised dealer of pre-engineered metal roofing system manufacturer.
- C. Installer: Pre-engineered metal roof system installer shall be a firm that has been regularly engaged in installation of pre-engineered metal roofing systems for a minimum period of ten years continuously prior to bid date and shall be capable of showing successful installation similar to work required for this project.
- D. Fabrication Criteria: Clearly and legibly mark each piece and part of assembly to correspond with erection drawings, diagrams, and instruction manuals.

- E. Manufacturer must be certified under current AISI-MB category.

1.03 SUBMITTALS

- A. Production Data: Manufacturer shall submit prior to material shipment manufacturer's product information, specifications, and installation instructions for building components, accessories, and insulation.
- B. Shop Drawings: Manufacturer shall submit prior to material shipment complete erection drawings showing roof framing, transverse cross sections, covering and trim details, and accessory installation details to clearly indicate proper assembly of building components.
- C. Structural Certification: Manufacturer shall submit prior to material shipment written certification prepared and signed by a Professional Engineer, registered to practice in Missouri verifying that pre-engineered metal roof system design meets indicated loading requirements and codes of authorities having jurisdiction.
- D. Manufacturer shall submit prior to material shipment certification verifying that pre-engineered metal roofing system has been tested and approved by Underwriter's Laboratory as Class 90.
- E. Samples: Contractor shall submit two (2) samples each of the following for specifier review. Samples will be used as basis for evaluating quality of finished roofing systems, including wall panels.
 - 1. Twelve inch long by actual width of roofing and siding panels with required finishes.
 - 2. Fasteners for application of roofing and siding panels.
 - 3. Sealants and closures.
 - 4. Twelve inch long min. x 12 inch wide min. of actual standing seam side lap seams for both sides of a typical panel.
 - 5. Length and width as required for actual standing seam roof panel and lap seam including stiffeners and fasteners and side lap seams both sides of typical panels.

1.04 DELIVERY, STORAGE, AND HANDLING

Deliver and store prefabricated components, sheets, panels, and other manufactured items so they will not be damaged or deformed. Stack materials on platforms or pallets, covered with tarpaulins or other suitable weather tight ventilated covering. Store metal sheets or panels so that water accumulations will drain freely. Do not store sheets or panels in contact with other material which might cause staining.

1.05 WARRANTY

- A. Provide manufacturer's written weather tightness warranty for a minimum of twenty (20) years against leaks in roof panels arising out of or caused by ordinary wear and tear under normal weather and atmospheric conditions. Warranty shall be signed by both the pre-engineering metal roofing system manufacturer and pre-engineered metal roofing system contractor.
- B. Provide manufacturer's standard written warranty for twenty-five (25) years on finish film integrity and color retention. Finish will not crack, check, peel, flake, or blister, chalk in excess of ASTM D659, number rating, fade in excess of five units per ASTM D2244, under normal atmospheric conditions.

1.06 JOB CONDITIONS

- A. Protection:
 - 1. Provide special protection on newly completed roofing to avoid unusual wear and tear during installation.
 - 2. Protect building walls, rooftop units, windows and other vulnerable components during installation.
- B. Environmental Requirements:

1. Comply with roofing manufacturer recommendations as to allowable weather conditions during installation. Also, take into account the effect of high winds during installation of roofing system.
2. Comply with local EPA and OSHA requirements as published by local, State and Federal authorities.

1.07 CONSULTANT

A representative may be employed by the Owner to observe the work under this section. Presence of this representative is for Owner's interest and any information or assistance furnished by representative shall not relieve the contractor of his responsibilities for work. Contractor shall provide reasonable notification to representative whenever work is being done in sufficient time to arrange observations.

1.08 COORDINATION

Coordinate application of roofing system with other trades in such a manner that complete installation is weather tight and in accordance with all approved details and warranty requirements.

1.09 INSPECTIONS AND JOB CONTROL

A qualified technical representative of manufacturer shall be available to make recommendations necessary to ensure compliance with the specifications and to make recommendations where unforeseen conditions become apparent to specifier.

1.10 MAINTENANCE INSTRUCTIONS

At time of issuance of the warranty, a full set of instruction shall be included detailing preventative maintenance and noting a list of harmful substances which may damage roofing.

PART 2 - PRODUCTS

2.01 BASIS OF SPECIFICATION

Specification is based on Butler Manufacturing Co. standing seam roof system: VSR and wall panel system: Shadow Rib.

2.02 MANUFACTURERS

- A. Pre-engineered metal roof system shall be VSR roof system provided by Butler Manufacturing Company or Pre-approved equal and metal wall system shall be the Shadow Rib system provided by Butler Manufacturing Company or Pre-approved equal. Approval of alternate roof systems subject to conformance to requirements indicated on drawings and specified herein. Pre-approval process - Any roof systems manufacturer seeking to be approved for this project must submit the following items to the Consultant one (1) week prior to bid date.
1. Letter of certification from manufacturer for UL 90 test.
 2. Samples of roof panels and clips.
 3. Complete warrantee information.
 4. A complete product description and details for roof and wall system.

2.03 MATERIALS

- A. Hot-Rolled Structural Shapes: ASTM A36 or A529
- B. Tubing or Pipe: ASTM A500, Grade B; ASTM A501; or ASTM A53.
- C. Members Fabricated from Plate or Bar Stock: 50,000 p.s.i minimum yield strength; ASTM A529, A570, or A572 or A607.

- D. Members Fabricated by Cold Forming: ASTM A607 or A570, Grade 50.
- E. Galvanized Steel Sheet: ASTM A446 with G90 coating; "Class" to suit building manufacturer's standards.

2.04 STRUCTURAL FRAMING COMPONENTS

- A. Secondary Framing: Purlins, eave struts, and hat sections, flange and sag bracing; minimum 16 gauge rolled formed sections. Shop painted.
- B. Base channel, sill angle, purlin spacers; Minimum 6 gauge old-formed steel, galvanized.
- C. Bolts: ASTM A307 or A325 as necessary for design loads and connection details. Provide zinc or cadmium-plated units when in direct contact with panels.
- D. Fabrication: Shop fabricate to the size and section required complete with bearing plates, and other plates as required for erection, welded in place, and with all required holes for anchoring or connections pre-drilled or pre-punched to template dimensions.
 - 1. Shop connections welded.
 - 2. Field connections bolted.
- E. Shop Painting: Clean surfaces to be primed of loose mill scale, rust, dirt, oil, grease, and other matter precluding paint bond. Follow procedures of SSPC-SP3 for power tool cleaning, and SSPC-SP1 for solvent cleaning.
- F. Structural Steel Prime: Prime structural steel secondary framing members with manufacturer's standard rust-inhibitive primer having rust-inhibitive pigment, such as zinc chromate iron-oxide alkyd (TT-P-636) or (TT-P-664).

2.05 ROOFING AND SIDING

- A. General: Provide roofing and siding sheets roll formed to profile indicated and specified. Provide flashings, closures, fillers, ridge covers, roof panel mounting clips, gable and eave trim, gutters, and other sheet metal accessories factory formed, and finished. Material and finish shall be as specified.
 - 1. Allowances for thermal expansion: Pre-engineered metal roof system shall be designed, fabricated, and installed to allow relative movement between roof panels and purlins, gables and ridges due to thermal expansion and contraction without causing damage to the system or permanent deformation to any of the system components. Roof panel end laps shall allow panels to expand and contract without damage to end lap seams.
- B. Roof Panels: 24 gage x 1'-4" nominal width, factory roll formed, galvanized steel (50 KSI yield), sheet coated on both sides with a 1.25 ounce zinc coating, G-90 conforming to ASTM A525. Panel lengths shall be maximum possible to minimize end laps. Panels shall have two (2) major corrugations 2" high, 16" on center and optional minor corrugations, spaced 4" O.C. maximum between and parallel to perpendicular to major corrugations.
 - 1. Roof Panel Finish: Provide manufacturer's standard shop applied fluoropolymer (70% Kynar) finish to roof panels. *The Owner has selected the finish color to be "Terra Brown"*
 - 2. Roof Panel Side Laps: Panels shall be designed to be interlocking seams, with a return leg on the lower edge of the female rib to increase panel strength under wind uplift loads. Factory applied sealant shall be provided in female portion of seam.
 - 3. Roof Panel End Laps: Roof panels shall be pre-punched or pre-drilled and pre-notched where end splices occur. Pre-punching or pre-drilling and pre-notching may be performed in field, provided hole locations are carefully controlled to assure accurate modular spacing of roof panel side laps and accurate alignment of holes at end lap seams and at panel to eave strut connections.

- C. Wall Panels: 24 gage x 36" nominal width, roll formed, galvanized steel 50,000 p.s.i yield (for Stywall II), 1.25 ounce zinc coating G-90 conforming to ASTM A525. Panels shall be roll-formed providing hidden joint concealing fasteners. Top and bottom edge of wall panels shall be straight cut. Provide closure panel cut to fit into configuration of roof panel corrugations.
1. Wall Panel Finish: Provide manufacturer's standard coil applied fluoropolymer (70% Kynar) finish to galvanized steel wall panels, gutter, trim and other exposed components related to wall assemblies.
- D. Clean galvanized steel with an alkaline compound, then treat with a zinc phosphate conversion coating and seal with a chromic acid rinse.
- E. Apply to exterior surfaces of pretreated steel a fluoropolymer coating system (70% Kynar) supplied to provide a total dry film thickness of 0.90 mils minimum. The Owner has selected the finish color to be "Terra Brown"
1. Physical characteristics of exterior coating: Physical characteristics of the exterior coating shall provide resistance to failure through cracking, checking, crazing, spotting, or loss of adhesion.
 2. The physical characteristics of the exterior coating shall be measured by following laboratory weather simulating tests to obtain test results justifying the manufacturer's 20 year warranty.
 - a) Humidity Resistance at 100F and 100% R.H. in accordance with ASTM D-2247
 - b) Salt Spray Resistance at 5% Salt Fog per ASTM B-117.
 - c) Reverse Impact Resistance in accordance with ASTM D-2794.
 - d) Resistance to Accelerated Weathering - in an Atlas model XW-R Dew Cycle Weather-O Meter in accordance with ASTM D-3361.
 - e) Resistance to Dry Heat.
 - f) Abrasion resistance in accordance with ASTM D-4060.
 - g) Chemical/Acid/Pollution Resistance.
 - 1) Chemical spot tests in accordance with ASTM D-1308 procedure 5a, for Hydrochloric Acid, Sulfuric Acid, and Sodium Hydroxide.
 - 2) Chemical spot tests in accordance with ASTM D-1308 procedure 5b, for Muriatic Acid and Tincture of Iodine.
 - 3) Resistance to sulfur dioxide in accordance with DIN 50018.
 - h) Gloss finish shall be maintained evenly over entire surface in accordance with ASTM D-523.
- F. Standing Seam Roof Panel Mounting Clip: Galvanized steel clip with a sliding clip tab. Galvanized clip shall be pre-punched or pre-drilled for mounting to roof purlins. Sliding clip tab shall be designed to lock into and become an integral part of roof panel seam. Provisions shall be incorporated into mounting clip assembly to keep sliding clip tab centered on mounting clip during installation of roof panels. For slopes under 40' in length, an optional fixed clip can be used.
- G. Sheet Panel Fasteners: Manufacturer's standard system of self-tapping screws, bolts, and nuts, self-locking rivets, self-locking bolts, end-welded studs, and other suitable fasteners designed to withstand design loads. Self-drilling fasteners are not acceptable at panel end laps.
1. Provide metal-backed EPDM sealing washers under heads of fasteners bearing on weather side of panels.
 2. Use stainless steel or aluminum fasteners for exterior application, and galvanized or cadmium plated fasteners for interior applications. Lock rivets where required shall be aluminum or stainless steel.
 3. Locate and space fastenings for true vertical and horizontal alignment. Use proper type fastening tools to obtain controlled uniform compression for positive seal without rupture of neoprene washer.
- H. Flexible Wall Closure Strips: Closed-cell, expanded cellular rubber, self-extinguishing, cut or pre-molded to match corrugation configuration of roofing and siding sheets. Provide where indicated and necessary to ensure weather tight construction.

- I. Sealing tape: 99% solids, pressure sensitive grey polyisobutylene compound tape with release paper backing. Not less than 1/2" wide and 1/8" thick, nonsag, nontoxic, non-staining, and permanently elastic. Sealant shall contain nylon spacer beads to insure correct installed sealant thickness in all joints
- J. Joint Sealant: One-part elastomeric; polyurethane or polysulfide.

2.06 SHEET METAL ACCESSORIES

- A. General: Unless otherwise indicated, provide coated steel accessories with coated steel roofing (same material); provide painted steel accessories with painted steel wall and soffit panels.
 - 1. Gutters: Formed in sections not less than 25 feet in length, complete with end pieces, outlet tubes, and special pieces that may be required. Join sections with riveted and soldered or sealed joints. Unless otherwise indicated, provide expansion joint with cover plate where indicated. Furnish gutter supports spaced at 32" o.c., constructed of same metal as gutters. Gutters shall be 26-gauge roll formed, galvanized steel, coating G90 in accordance with ASTM. Finish shall match roof, fascia, and rake. Gutter outlet tubes shall be fabricated as indicated on drawings. Gutter size and configuration shall be as indicated on drawings.
 - 2. Downspout: Formed in sections not less than 10 feet in length complete with any special pieces that may be required. Join sections with riveted and soldered or sealed joints. Downspouts shall be 26-gauge, roll formed, galvanized steel, coating G90 in accordance with ASTM. Finish shall match gutter. Gutter straps shall be spaced 10' o.c. maximum with a minimum of two straps per downspout and be same material as gutter. All strap edges shall be rolled or smooth.

2.07 THERMAL INSULATION

Not less than 0.5 lb per cubic foot density (unfaced Batt Insulation), thickness shall be 4.0-inches (approximately R-12), glass fiber blanket with U.L. flame spread classification of 25 or less. Provide fiberglass blankets over entire existing roof area as indicated. Insulation shall be installed between bottom purlins and over top purlins with edges abutting. Install in continuous unbroken lengths to extent possible.

PART 3 - EXECUTION

3.01 GENERAL

Pre-engineered metal roofing system shall be installed in strict conformance with manufacturer's instructions. System shall comply with Underwriter's Laboratory U.L. Class 90 wind uplift. Roof panels shall be installed to allow for relative movement between roof panels and ridge, gables, fascias, and other components of the roof system.

3.02 ERECTION

- A. Purlins: Secure purlins to existing structural framing.
- B. Framed Openings: Provide shapes of proper design and size to reinforce opening and to carry loads and vibrations imposed, including equipment furnished under mechanical or electrical work. Securely attach to building existing structural framing.

3.03 ROOFING AND SIDING

- A. General: Arrange and nest wall panel side-lap joints so that prevailing winds blow over, not into lapped joints. Lap ribbed or fluted sheets one full rib corrugation. Apply panels and associated items for neat and weather tight enclosure. Avoid "panel creep" or application not true to line. Protect factory finishes from damage. Samples submitted shall be used as basis for evaluating quality of work performed.

- B. Provide weather seal under ridge cap/flash and seal roof panels at eave and rake with rubber, neoprene, or other closures to exclude weather.
- C. Roof Sheets: Secure roof panels to structural's by means of a sliding clip fastened to structurals and securely locked into panel seam. Sliding clip shall be centered in mounting clip.
 - 1. Panel seams shall be mechanically field seamed using manufacturer's standard machine seaming device. Cracking or splitting of metal or cracking, peeling, blistering or other damage to panel coating shall not be acceptable. Panels shall be securely fastened to eave structural and sealed watertight.
 - 2. Panel and splices shall consist of pre-punched and pre-notched roof panels bolted together with a back-up plate or stiffener and sealed weather tight. End lap seams shall be tight and flat. "Fish mouthing" between fasteners is not acceptable.
- D. Wall Sheets: Apply elastomeric sealant continuous between metal wall panels and concrete and elsewhere as necessary for water-proofing. Handle and apply sealant and back-up in accordance with sealant manufacturer's recommendations. Provide weather seal at top and bottom of wall panels with rubber, neoprene, or other closures to exclude weather.
 - 1. Align bottoms of wall panels and fasten panels with blind rivets, bolts, or self-tapping panel screws. Fasten flashings, trim around openings, etc. with self-tapping screws.
 - 2. Install screw fasteners with power tool having controlled torque adjusted to compress neoprene washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes. Self-drilling screws shall not be used.
- E. Sheet Metal Accessories: Install gutters and other sheet metal accessories in accordance with manufacturer's recommendations for positive anchorage to building and weather tight mounting.
- F. Thermal Insulation: Install concurrently with installation of roof panels, and in accordance with manufacturer's published directions. Install blankets straight and true in one-piece lengths.
- G. Dissimilar Materials: Where aluminum surfaces come in contact with ferrous metal or other incompatible materials, keep aluminum surfaces from direct contact by applications to the other material as follows:
 - 1. One coat of zinc chromate primer, FS TT-P-645, followed by two coats of aluminum paint, SSPC-Paint 101.
 - 2. In lieu of two coats of aluminum paint, apply one coat of high build bituminous paint, SSPC-Paint 12, applied to a thickness of 1/16" over zinc chromate primer. Back paint aluminum surface where impractical to paint other surface.

END OF SECTION 07410

SECTION 07920

SEALANT AND CAULKING

PART 1 - GENERAL

1.01 WORK INCLUDED

Installation of new sealant for new roofing and sheet metal work

1.02 RELATED SECTIONS

Drawings and general provisions of the Contract, including general and Supplementary Conditions and Division I Specification sections apply to this section.

1.03 DESCRIPTION

Work includes all labor, material, and temporary facilities necessary to produce such construction. Construct Work under a single lump-sum contract. Specifically, this section includes application of interior and exterior sealants.

1.04 REFERENCE

- A. Except as modified and supplemented herein, follow published requirements and written recommendations of roofing manufacturer.
- B. Industry standards for sheet metal shall be defined in Architectural Sheet Metal Manual published by Sheet Metal and Air Conditioning Contractors National Association, Inc (SMACNA). Methods of application by industry standards for sheet metal apply only when project manual does not address matter.
- C. Specified materials have been rated by American Society for Testing Materials (ASTM) and Federal Specifications Standards (FSS).
- D. Occupational Safety and Health Administration (OSHA)
- E. Applicable codes, standards, and specifications of City and County of project location. Where conflict occurs, codes establishing requirements that are more stringent shall govern.

1.05 CONSTRUCTION SUBMITTALS

- A. Submittal Procedure-Reference General Requirements
- B. Roofing Submittals-Reference General Requirements
- C. Shop Drawings-Reference General Requirements

1.06 CONTRACTOR USE OF PREMISES

- A. Limit use of site and premises to allow following:
 - 1. Owner occupancy.
 - 2. Work by Owners separate contractors.
 - 3. Use of site and premise by public.
- B. Storage of contractor's material, equipment, and tools is limited to primary area of construction activity, as determined by Owner.

- C. Access to site is limited to locations determined by Owner.
- D. Limit construction operations to areas noted on Drawings.
- E. Restrict construction activity to hours determined by Owner.
- F. Minimize disruption and inconvenience to public's use of adjacent areas.
- G. Do not obstruct existing access and egress from adjacent site facilities.
- H. Tobacco Policy: Owner prohibits use of tobacco products in its facilities and on its property. Contractor shall enforce policy with contractor's employees and subcontractors.
- I. Contractor's Duties
 - 1. Except as specifically noted, provide and pay for labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, and other facilities and services necessary for proper execution and completion of work.
 - 2. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at the time of receipt of bids, permits, government fees, taxes, and licenses.
 - 3. Give required notices.
 - 4. Promptly submit written notice to consultant of observed variance of contract documents from legal requirements. Assume responsibility for work known to be contrary to such requirements, without notice.
 - 5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities, which bear on performance of work.
 - 6. Contractor to have sole responsibility for accuracy of all measurements and for estimate of material quantities required to satisfy requirements of Contract Documents.

1.07 REQUIREMENTS

- A. Construct Work to accommodate owner's occupancy requirements during construction period.
 - 1. Owner will occupy existing facility during entire construction period for conducting Owner's normal operations.
 - 2. Cooperate with Owner to minimize conflict, and to facilitate Owners operations.
 - 3. Coordinate construction schedule and operations with Owner and consultant.
- B. Cooperate with Owner to minimize conflict and to facilitate Owners operations, including but not limited to the following.
 - 1. Maintain existing facility free from construction debris, waste, dirt and dust.
 - 2. Do not allow existing facility equipment and services to become non-operational due to construction activity.
 - 3. Do not allow access to Site and existing facility to become blocked by construction activity.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Store materials in their original tightly sealed or unopened containers clearly labeled with manufacturer's brand name and identifying reference numbers.
- B. Store materials in a neat, safe manner, so as not to exceed allowable live load of storage area, and out of weather in a clean dry area.
- C. Remove materials damaged from handling or storage, including damaged material such as wet insulation.
- D. Comply with fire and safety regulations.

1.09 PROJECT CONDITIONS

- A. Hazards control
 - 1. Store volatile materials in covered metal containers.
 - 2. Prevent accumulation of wastes, which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on project site.
 - 2. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner in storm or sanitary sewers.
 - 3. Do not dispose wastes into streams or waterways.
 - 4. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
 - 5. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
 - 6. At reasonable intervals during progress of Work, clean site and public properties, and dispose of waste materials, debris, and rubbish.
 - 7. Provide on-site containers for collection of waste materials, debris, and rubbish.
 - 8. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping area, off Owner's property.
 - 9. Schedule cleaning operations so dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
 - 10. Owner to assume responsibility for cleaning as of Owner's final acceptance of project.

1.10 GUARANTY (MATERIAL/WORKMANSHIP)

Provide two-year material and workmanship guaranty on form provided in these Documents.

1.11 CONSULTANT

A representative may be employed by Owner to observe Work under this section. Presence of this representative is for Owner's interest and any information or assistance furnished by representative shall not relieve contractor of responsibilities for Work. Contractor to provide reasonable notification to representative whenever work is being done to arrange observations.

PART 2 - PRODUCTS

2.01 ELASTOMERIC JOINT SEALANT

- A. Exterior Applications
 - 1. Material: One-part urethane sealant, Federal Specification TT-S-00230C, Type II, Class A. ASTM C920-87, Type S, Grade NS, Class 25.
 - 2. Color: To match new sheet metal flashing.
 - a. Pecora Corp.
 - b. Sonneborn Div., ChemRex, Inc.
 - c. Tremco, Inc.

PART 3 - EXECUTION

3.01 EXAMINATION

Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealant performance. Do not proceed with installation of joint sealants until satisfactory conditions have been corrected.

3.02 PREPARATION

- A. Thoroughly cleans joints of all dirt, loose mortar, oil, grease and other foreign materials, which may adversely affect sealant performance.
- B. Assure joints are thoroughly dry.
- C. Remove temporary protective coatings from metal using manufacturer's recommended cleaners.

3.03 APPLICATION

Apply sealant using manufacturer's recommended equipment. Fill joints solidly, remove excess compound with proper tool, leaving a smooth surface, and clean adjoining surfaces, tooled at right angles to the sides of the joint. Joints shall be watertight and weathertight. Feather edging of caulking joint is unacceptable. Properly tool sealant to assure adhesion to sides of joint and give correct bead configuration.

3.04 CLEANUP

The surfaces of all material adjoining caulked joints shall be cleaned of any smears of compound or other soiling due to the caulking application.

3.05 PREOTECTION

Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of substantial completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and reseal joints with new materials to produce joint sealant installations with repaired areas indistinguishable from original work.

END OF SECTION 07920

APPENDIX I

CONTRACTOR'S GUARANTY

Bid Number: 48-28JUN07

PART 1 - GENERAL

1.01 WHEREAS, _____; herein referred to as Roofing Contractor, certify that they have furnished and installed all roofing, flashing, sheet metal and related components in accordance with the Contract Documents and as required by the Roofing System Manufacturer's installation instructions on the facility described below

A. Facility: Boone County Jail Roof Replacement
2121 County Drive
Columbia, Missouri 65201

B. Owner: Boone County, Missouri
5551 Hwy 63 South
Columbia, Missouri 65201

1.02 Date of Full Completion: _____

1.03 Approximate Area of Roof: _____

1.04 Thickness and Type of Roof Insulation: _____

1.05 Product Name: _____

1.06 NOW, THEREFORE, Roofing Contractor guarantees to the Owner, subject only to the exclusions stated hereinafter, that all roofing, flashing and sheet metal work is fully and integrally watertight and is free from faults and defects in material or workmanship, and is guaranteed for a period of two years from date of full completion of work.

1.07 EXCLUSIONS: This guaranty does not cover, and Roofing Contractor shall not be liable for the following:

- A. Damage to the roofing system caused by fire, lightning, tornado, hurricane or hailstorm.
- B. Damage to roofing system caused by significant settlement, distortion or failure of roof deck, walls, or foundation of building.
- C. Abuse by the Owner and/or third parties.
- D. Consequential damages to the building or contents resulting from any defects in said roof, including interruption of business of the Owner or occupants of the building.

1.08 Contractor's Roofing/Flashing/Sheet Metal Guaranty is not transferable.

1.09 REPAIRS: Owner shall promptly notify Roofing Contractor, in writing, of the need for repair of roofing, flashing, or sheet metal.

- A. Roofing Contractor, within twenty-four hours after receipt of such notice, shall make emergency repairs at its expense, as required to render the facility watertight.
- B. Within five days after receipt of such notice, Roofing Contractor shall at its expense correct any faults or defects in material or workmanship.
- C. Should needed repairs not be covered by this guaranty, Roofing Contractor, after having obtained Owner's written consent, shall make such repairs at Owner's expense. Following said repairs, this

guaranty shall thereafter remain in effect for the applicable portion of the original term. If Owner does not so consent or others than the Roofing Contractor make repairs, this guaranty shall terminate for those parts of the roof affected by the repair.

D. In the event that Owner has notified the Roofing Contractor of the need for repairs and (I) Roofing Contractor does not immediately make repairs, or (II) Roofing Contractor disclaims responsibility for the repairs and Owner disagrees, or (III) Owner considers Roofing Contractor's quoted cost for repairs not covered by this guaranty to be unreasonable and, an emergency condition exists which requires prompt repair to avoid substantial damage or loss to Owner, then, Owner may make such temporary repairs as he finds necessary and such action shall not be a breach of the provisions of this guaranty.

1.10 ROOF MODIFICATIONS: Should Owner require work to be done on roof of said facility including modifications, alterations, extensions, or additions to roof and including installation of vents, platforms, equipment, bracing or fastenings. Owner shall notify Roofing Contractor and give Roofing Contractor an opportunity to make recommendations as to methods necessary to safeguard against damage to roofing covered by this guaranty. Failure of Owner to give Roofing Contractor such opportunity or failure to follow methods recommended by Roofing Contractor shall render this guaranty null and void to the extent such failure should result in damage to roofing covered by this guaranty.

1.11 NOTICES: Notification of Roofing Contractor shall herein require by Owner, shall be fulfilled by sending notice to Roofing Contractor.

1.12 IN WITNESS WHEREOF, we set our hands this _____ day of _____, 2007.

A. By (Name/Title): _____

B. Roofing Contractor

1. Name: _____

2. Address: _____

3. Phone: _____ Fax: _____

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF APPENDIX I

APPENDIX II

PART 1 – GENERAL

1.01 SITE PLAN

7047-S Site Plan

1.02 BASE BID ROOF PLAN AND DETAILS

7047-1 Roof Diagram
7047-D1 Staggered Panel End-Lap Splice
7047-D2 Perpendicular Transition
7047-D3 Parallel Transition
7047-D4 Parallel Transition
7047-D5 Contour Gutter
7047-D6 Low Profile Ridge or Hip
7047-D7 Vented Ridge or Hip
7047-D8 Contour Gable Trim
7047-D9 Contour Eave Trim at High Eave
7047-D10 Valley Flashing
7047-D11 Parallel Transition Roof-To-Wall

1.03 ALTERNATE BID ROOF PLAN AND DETAILS

7047-1A Roof Diagram
7047-DA1A Staggered Panel End-Lap Splice
7047-DA2A Perpendicular Transition
7047-DA3A Parallel Transition
7047-DA4A Parallel Transition
7047-DA5A Contour Gutter
7047-DA6A Low Profile Ridge or Hip
7047-DA7A Vented Ridge or Hip
7047-DA8A Contour Gable Trim
7047-DA9A Contour Eave Trim at High Eave
7047-DA10A Valley Flashing
7047-DA11A Parallel Transition Roof-To-Wall
7047-DA12A Skylight Curb

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF APPENDIX II

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Schwada Builders, Inc.

as Principal, hereinafter called Contractor, and Berkley Regional Ins.Co.,
c/o Berkley Surety Group, Inc., PO Box 1594, DesMoines, IA 50306
a Corporation, organized under the laws of the State of Delaware
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, in the amount of 790,841. Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a
Contract with Owner for:

BID NUMBER 48-28JUN07
Boone County Jail Roof Replacement
BOONE COUNTY, MISSOURI

in accordance with specifications prepared by the County of Boone Purchasing Department,
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing
hourly wages and comply with all prevailing wage requirements as provided by such Contract and
applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the
Owner having performed Owner’s obligations thereunder, the Surety may promptly remedy the
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or

- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms
and conditions, and upon determination by Owner and Surety of the lowest responsible bidder,
arrange for a Contract between such bidder and Owner, and make available as work progresses
(even though there should be a default of a succession of defaults under the Contract or Contracts
of completion arranged under this paragraph) sufficient fund to pay the cost of completion less
the balance of the Contract price, but not exceeding, including other costs and damages for which
the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term
“balance of the Contract price”, as used in this paragraph, shall mean the total amount payable by
Owner to Contractor under the Contract and any amendments thereto, less the amount properly
paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Shelbina, MO, on this 30th day of July, 2007.

Schwada Builders Inc.
(Contractor)

(SEAL)

BY: Bruce Schwada

Berkley Regional Ins. Co.
(Surety Company)

(SEAL)

BY: Jeff Werr
(Attorney-In-Fact) Jeff Werr

BY: Jeff Werr
(Missouri Representative) Jeff Werr

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, Connecticut, has made, constituted and appointed, and does by these presents make, constitute and appoint:

Belinda S. Brenizer, Brenda Ausmus or Jeff Werr of Hawkins Insurance Group of Edina, MO

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Five Million and 00/100 Dollars (\$5,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17 day of July, 2006.

Attest:
(Seal) By [Signature]
Ira S. Lederman
Senior Vice President & Secretary

Berkley Regional Insurance Company
By [Signature]
Robert P. Cole
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 17 day of July, 2006, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN K. KILLEEN
NOTARY PUBLIC
MY COMMISSION EXPIRES 6/30/2007

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of _____

(Seal) [Signature]
John E. Beers

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Schwada Builders Inc.

as Principal, hereinafter called Contractor, and Berkley Regional Ins.Co.,

c/o Berkley Surety Group Inc., PO Box 1594, DesMoines, IA 50306

a corporation organized under the laws of the State of Delaware, and

authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Seven Hundred Ninety Thousand
Eight Hundred Forty One DOLLARS

(\$ 790,841.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Owner for

**BID NUMBER 48-28JUN07
Boone County Jail Roof Replacement
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant’s work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Shelbina, MO on this 30th day of July 2007.

CONTRACTOR Schwada Builders Inc. (SEAL)

BY: Bruce Schwada

SURETY COMPANY Berkley Regional Ins. Co.

BY: [Signature]
(Attorney-In-Fact) Jeff Werr

BY: [Signature]
(Missouri Representative) Jeff Werr

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company If selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 Schwada Builders Inc.
 Po Box 630 W Elm
 Shelby, MO 63466-0487

Agent's Name, Address and Phone Number (Agt./Diot)
 Tim Eubank Agent (573) 635-5281
 800 W High St,
 Jefferson City, MO 65109 (359/165)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
 This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGES				
This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies				
TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$ 000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$ 000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000 Farm Employers Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †	24-XD6052-90-00	9/25/2006	9/25/2007	Statutory ***** Each Accident \$ 500,000 Disease - Each Employee \$ 500,000 Disease - Policy Limit \$ 500,000
<input checked="" type="checkbox"/> General Liability <input type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/>	24-XD6052-01-00	7/15/2007	7/15/2008	General Aggregate \$ 4000,000 Products - Completed Operations Aggregate \$ 4000,000 Personal and Advertising Injury \$ 2000,000 Each Occurrence \$ 2000,000 Damage to Premises Rented to You \$ 100,000 Medical Expense (Any One Person) \$ 5,000
Businessowners Liability				Each Occurrence †† \$,000 Aggregate †† \$,000
Liquor Liability				Common Cause Limit \$,000 Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos	24-XD6052-02-00	10/12/2006	10/12/2007	Bodily Injury - Each Person \$ 2000,000 Bodily Injury - Each Accident \$ 2000,000 Property Damage \$ 2000,000 Bodily Injury and Property Damage Combined \$,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$,000

Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS † The (individual) or partners shown as insured Have Have not elected to be covered as employees under this policy
 †† Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate

<p>CERTIFICATE HOLDER'S NAME AND ADDRESS</p> <p>• BOONE COUNTY, MISSOURI 5551 HIGHWAY 63 SOUTH COLUMBIA, MO 65201</p>	<p>CANCELLATION</p> <p><input type="checkbox"/> Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail () days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown. <input checked="" type="checkbox"/> This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.</p> <p>DATE ISSUED: 8/1/2007 AUTHORIZED REPRESENTATIVE: </p>
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CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company if selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 Schwada Builders Inc.
 Po Box 630 W Elm
 Shelbyville, MO 63468-0487

Agent's Name, Address and Phone Number (Agl./Dist.)
 Tim Eubank Agent (573) 635-5281
 600 W High St.
 Jefferson City, MO 65109 (359/165)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
 This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGES				
This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies				
TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo., Day, Yr)	EXPIRATION (Mo., Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$ 000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$ 000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000 Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †	24-XD6052-90-00	9/25/2006	9/25/2007	Statutory ***** Each Accident \$ 500,000 Disease - Each Employee \$ 500,000 Disease - Policy Limit \$ 500,000
<input checked="" type="checkbox"/> General Liability <input type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>	24-XD6052-01-00	7/15/2007	7/15/2008	General Aggregate \$ 4000,000 Products - Completed Operations Aggregate \$ 4000,000 Personal and Advertising Injury \$ 2000,000 Each Occurrence \$ 2000,000 Damage to Premises Rented to You \$ 100,000 Medical Expense (Any One Person) \$ 5,000
Businessowners Liability				Each Occurrence †† \$,000 Aggregate †† \$,000
Liquor Liability				Common Cause Limit \$,000 Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>	24-XD6052-02-00	10/12/2006	10/12/2007	Bodily Injury - Each Person \$ 2000,000 Bodily Injury - Each Accident \$ 2000,000 Property Damage \$ 2000,000 Bodily Injury and Property Damage Combined \$,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$,000

Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATION(S) / LOCATIONS / VEHICLE(S) / RESTRICTIONS / SPECIAL ITEMS
 † The individual or partner shown as insured Have Have not elected to be covered as employees under this policy
 †† Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate

<p>CERTIFICATE HOLDER'S NAME AND ADDRESS</p> <p>• BOONE COUNTY, MISSOURI 5551 HIGHWAY 63 SOUTH COLUMBIA, MO 65201</p>	<p>CANCELLATION</p> <p><input type="checkbox"/> Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail () days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown. <input checked="" type="checkbox"/> This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.</p> <p>DATE ISSUED: 6/1/2007 AUTHORIZED REPRESENTATIVE: </p>
--	---

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company If selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 Schwada Builders Inc.
 Po Box 630 W Elm
 Shelbina, MO 63468-0487

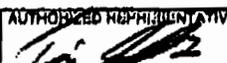
Agent's Name, Address and Phone Number (Agt./Oial)
 Tim Eubank Agent (573) 835-5281
 800 W High St.
 Jefferson City, MO 65109 (359/165)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
 This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGES				
This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies				
TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$ 000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$ 000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$ 000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$ 000 Farm Employer's Liability Each Occurrence \$ 000
Workers Compensation and Employers Liability †	24-XD6052-90-00	9/25/2006	9/25/2007	Statutory ***** Each Accident \$ 500,000 Disease - Cash Employee \$ 500,000 Disease - Policy Limit \$ 500,000
<input checked="" type="checkbox"/> General Liability <input type="checkbox"/> Commercial General <input type="checkbox"/> Liability (occurrence)	24-XD6052-01-00	7/15/2007	7/15/2008	General Aggregate \$ 4000,000 Products - Completed Operations Aggregate \$ 4000,000 Personal and Advertising Injury \$ 2000,000 Each Occurrence \$ 2000,000 Damage to Premises Rented to You \$ 100,000 Medical Expense (Any One Person) \$ 5,000
Businessowners Liability				Each Occurrence †† \$ 000 Aggregate †† \$ 000
Liquor Liability				Common Cause Limit \$ 000 Aggregate Limit \$ 000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos	24-XD6052-02-00	10/12/2006	10/12/2007	Bodily Injury - Each Person \$ 2000,000 Bodily Injury - Each Accident \$ 2000,000 Property Damage \$ 2000,000 Bodily Injury and Property Damage Combined \$ 000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$ 000

Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ RESTRICTIONS/ SPECIAL ITEMS † The individual or partners shown as insured Have Have not elected to be covered as employees under this policy
 †† Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate

<p>CERTIFICATE HOLDER'S NAME AND ADDRESS</p> <p>• BOONE COUNTY, MISSOURI</p> <p>5551 HIGHWAY 63 SOUTH</p> <p>COLUMBIA, MO 65201</p>	<p>CANCELLATION</p> <p><input type="checkbox"/> Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail () days written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.</p> <p><input checked="" type="checkbox"/> This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.</p> <p>DATE ISSUED: 8/1/2007</p> <p>AUTHORIZED REPRESENTATIVE: </p>
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 2007

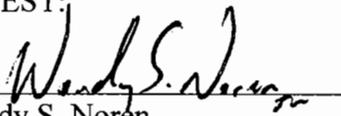
In the County Commission of said county, on the 26th day of July 20 07

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 46-12JUL07 – Fire Restoration Design to Septagon Construction Company. and approves the expenditure of county funds from the Capital Repair and Replacement Fund for any and all costs arising under this contract that will not be reimbursed by the county's insurance carrier. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26th day of July, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Kenneth M. Pearson
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

**BOONE COUNTY DEPARTMENT OF PUBLIC WORKS
DESIGN AND CONSTRUCTION DIVISION**

Change Order No.: One (1) P.O. Job No.: Date: 7/18/07

Project Location: Public Works Fire Restoration

Under Construction
 Final Change Order / Closeout

Contractor: Septagon Construction Co.

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes: See attached sheet (Exhibit A)

CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:

I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

Contract Amount: Deduct from the Contract Amount a total of

Six Thousand Six Hundred Eighty Two Dollars (\$6,682)

CONTRACTOR: Septagon Construction Co. - Columbia

SIGNATURE Eric G. Peterson DATE 8/2/07

Recommended by: Project Manager

Approved by Director OWM

SIGNATURE David Mink DATE 7/18/07

Accepted by: Boone County

SIGNATURE [Signature] DATE 7/26/07

STATEMENT OF CONTRACT AMOUNT:

ORIGINAL CONTRACT AMOUNT	\$ 305,500.00
PREVIOUS ADDITIONS	\$ 0.00
TOTAL	\$ 305,500.00
PREVIOUS DEDUCTIONS	\$ 0.00
NET PRIOR TO THIS CHANGE	\$ 305,500.00
AMOUNT OF THIS CHANGE ___ ADD ___ X ___ DEDUCT	\$ 6,682.00
CONTRACT AMOUNT TO DATE	\$ 298,818.00

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

James E. Pritchard 7/23/07
Auditor Date
6200-60100

EXHIBIT A

Item #	Description	Qty. Change	Units	Price	Total
1	Deduct West Bay Roof Replacement	1	LS	(\$ 12,700.00)	(\$ 12,700.00)
2	Add Purlin Bracing	1	LS	\$ 6,018.00	\$ 6,018.00
TOTAL COST FOR CHANGE ORDER # 1					(\$ 6,682.00)



7/13/07

Stuart Scroggs, AIA
Scroggs Architecture PC.
1008 Maplewood Drive
Columbia, Mo. 65203

Re: Butler MR24 Alternate #6 and roof purlin bracing.
Public Works South Maintenance Building
Truck Garage Fire Restoration

Dear sir:

Our original alternate deduct of \$40,000 was based on furnishing a new Butler MR24 standing seam roof over 4" of insulation over West bay and the Truck Area (A total of 11,000 s.f.). The alternate will increase to a deduct of \$52,700 if only the 90' x100' area over the Truck Area is completed and the West bay is not reroofed.

During the bidding process we discovered that in order to add a standing seam roof to the existing 90' x 100' area of building three rows of bridging would have to be added to each of the three bays. The reason is that the purlins were braced for a screwedown roof, not a standing seam roof as was indicated to be removed. Since there was not enough time to issue an addendum for the extra purlin bracing we were asked to furnish a separate price to add those. The cost of adding three rows of channel Butler bracing to the Butler portion of the building is as follows:

Butler channel bracing material, 900 lineal feet	\$2,200.00
Field Painting by Palmer Painting of additional bracing	\$ 400.00
Iron workers two men two days to install 32 mh x \$60.00	\$2,500.00
Cost	\$5,100.00
10% overhead, 8% profit	\$ 918.00
Total Cost	\$6,018.00

Please let me know if you have any other questions regarding these issues. I have a copy of the Berridge quote stating additional purlin bracing has not been addressed in their quote if you would like a copy.

Kindest Regards,

Mark Stuefer
Project Estimator

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Septagon Construction Company** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 46-12JUL07 – Fire Restoration Design

BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications and to include the base bid (\$305,400.00), additive alternate #1 (\$16,900.00), additive alternate #3 (\$2,300.00), additive alternate #4 (\$9,300.00), additive alternate #5 (\$6,500.00), additive alternate #6 (deduct \$40,000.00) and alternate bid for M2 to upsize the HVAC equipment (\$5,100.00). Total contract amount is \$305,500.00. In addition to the total contract amount, if deemed necessary by the Contractor and agreed to by Boone County, the cost for unit prices shall be \$40.00 per square foot for unit price #1, \$3.00 per lineal foot for unit price #2, and \$28.00 per square foot for unit price #3.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Table of Contents
2. Notice to Bidders
3. Bid Response
4. Statement of Bidder's Qualifications
5. Instructions to Bidders
6. Wage Determination Schedule and Affidavit
7. State Wage Rates-Annual Wage Order No. 14
8. Insurance Requirements
9. Contract Conditions
10. Sales/Use Tax Exemption
11. General Requirements
12. Performance Bond and Labor and Material Payment Bond
13. Scope and Summary of Work
14. Invitation for Bids by General Contractors
15. Supplemental Instructions to Bidders
16. Site Work and Demolition
17. Concrete
18. Masonry
19. Metals
20. Wood and Plastics
21. Thermal and Moisture Protection
22. Doors and Hardware

- 23. Finishes
- 24. Specialties
- 25. Equipment
- 26. Furnishings
- 27. Special Construction
- 28. Conveying Systems
- 29. Mechanical
- 30. Electrical
- 31. Addenda #1, #2
- 32. Septagon letter of 7/11/07. EGP 8/9/07 MB 3/9/07

33. Septagon signed Bid Response
 Form dated 7/12/07
 Form revised on 7/5/07.
 8/9/07

It is understood and agreed that, except as may be otherwise provided for by the "General Project Requirements" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

Three Hundred Five Thousand Five Hundred Dollars and Zero Cents (\$305,500.00)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 8/2/07 at Columbia, Missouri. (Date)

CONTRACTOR: SEPTAGON CONSTRUCTION COMPANY

OWNER, BOONE COUNTY, MISSOURI

By: *Eric J. Peterson*
Authorized Representative Signature

By: *Kenneth M. Pearson*
Kenneth M. Pearson, Presiding Commissioner

By: ERIC J. PETERSON
Authorized Representative Printed Name
Title: PRESIDENT

Approved as to Legal Form:

ATTEST:

John Patton
John Patton
Boone County Counselor

Wendy Noren
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

6200/60100 - \$305,500.00

June E. Pitchford by cg
Signature

7/23/07
Date

Appropriation Account

BID RESPONSE FORM (Revised July 5, 2007)

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: BID NUMBER: 46-12JUL07
BOONE CO. PUBLIC WORKS SOUTH MAINTENANCE BUILDING
TRUCK GARAGE FIRE RESTORATION
PUBLIC WORKS SOUTH MAINTENANCE FACILITY
5551 S. HIGHWAY 63, COLUMBIA MO 65201

LADIES AND GENTLEMEN:

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and do not include Missouri Sales and Use Tax or any other taxes which might be assessed against or in connection with the work proposed herein.

Base Bid in the Amount of Three hundred five thousand four hundred
dollars (\$ 305,400)

SECTION I - ADDENDA

1. I hereby acknowledge receipt of the following Addenda:
- | | |
|-------------------------|----------------------|
| Addendum No. <u>One</u> | Dated <u>6/28/07</u> |
| Addendum No. <u>Two</u> | Dated <u>7/5/07</u> |
| Addendum No. _____ | Dated _____ |

SECTION II - ALTERNATES

Alternates are not listed in order of priority and any individual Alternate may be selected by the Owner.

1. Additive Alternate No. 1: Truck Garage - Furnish all labor and materials to install bird netting system on underside of roof Z-purlins and on inside of wall girts above the 8' high liner panel to bottom of roof deck.
ADDITIVE ALTERNATE NO. 1 TOTAL +\$ 16,900.00
2. Additive Alternate No. 2: West Storage Bay - Furnish all labor and materials to replace existing standing seam roofing and gutters. Install new Berridge 'Zee-Lock' standing seam roofing, ridge and gutters or equal.
ADDITIVE ALTERNATE NO. 2 TOTAL +\$ 42,000.00
~~40,500.00~~
3. Additive Alternate No. 3: Truck Garage - Furnish all labor and materials to install a new fresh air intake louver in the north wall of the Truck Garage.
ADDITIVE ALTERNATE NO. 3 TOTAL +\$ 2,300.00
4. Additive Alternate No. 4: Furnish all labor and materials to install concrete floor slab sealer.
ADDITIVE ALTERNATE NO. 4 TOTAL +\$ 9,300.00

See attached letter for information regarding our bid(s)

~~except to call be taken without taking~~

MAS 7/12/07

MAS 7/12/07

5. Additive Alternate No. 5: Furnish all labor and materials to install snow guards over the Truck Garage and West Storage Bay roof.

ADDITIVE ALTERNATE NO. 5 TOTAL

+\$ 6,500.00

6. ~~Additive~~ ^{Deduct} Alternate No. 6: Furnish all labor and materials to replace existing standing seam roofing and gutters over West Storage Bay. Install new Butler MR-24 standing seam roofing, ridge, gutters and downspouts or equal in lieu of Berridge 'Zee-Lock' standing seam roofing system over Truck Garage and West Storage Bay.

~~ADDITIVE~~ ALTERNATE NO. 6 TOTAL

Deduct

~~parts~~
~~seconds~~
~~seconds~~
deduct ^{parts} ~~seconds~~ ~~seconds~~
thousand -
dollars

~~\$ 40,000.00~~
\$ 40,000

MAS
7/12

SECTION III - UNIT PRICES

For furnishing all labor, materials and equipment to complete the scope of work as defined herein for

Item	Description	Unit of Measure	Unit Price
1.	Replace existing concrete slab with new 6" conc. slab reinforced with #5 bars at 18" O.C. each way. Dowel into existing slab at min. 24" O.C.	Per Square Foot	\$ <u>40.00</u>
2.	Install L&M Construction Materials Joint Tite 750, Tremco THC-900 or equal in existing concrete slab control joints.	Per Lineal Foot	\$ <u>3.00/LF</u>
3.	Install L&M Construction Materials Duracrete or equal concrete floor patching.	Per Square Foot	\$ <u>28.00/SF</u>

SECTION IV - COMPLETION TIME

I hereby agree to complete the work herein specified within Seventy Five (75) consecutive calendar days commencing on the date of the Contract Award and to allow a deduction of One Hundred dollars (\$100.00) per calendar day from the final payment as liquidated damages for each day that completion is delayed beyond the Seventy Five (75) consecutive calendar days. Time extensions shall be documented by Change Order.

SECTION V - ADDENDA ACKNOWLEDGEMENT

Acknowledgement of Receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration. Bidder hereby acknowledges receipt of addenda, if applicable, by attaching a signed copy of all such addenda.

SECTION VI - RIGHT TO REJECT BIDS

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit and to accept such proposal as it deems to its best interest.

Signature: Firm Septagen Construction Company Incorporated - Columbia
 By Eric Peterson
 Title President
 Address 25 South Fourth Street
Columbia, Mo 65201
 Phone 573 442 6187
 Date 7/12/07

STATEMENT OF BIDDERS QUALIFICATIONS

Each bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of bidder: Septagon Construction Company Incorporated - Columbia
2. Business address: 25 South Fourth
Columbia, Mo 65201
3. When organized: 1981
4. When incorporated: 1981
5. If not incorporated, state type of business and provide your federal tax identification number:
NA
6. Number of years engaged in contracting business under present firm name:
7 years
7. If you have done business under different name, please give name and location:
Synercon Construction, Columbia
8. Percent (%) of work done by own staff:
40%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?
NO
10. Have you ever defaulted on a contract?
NO
11. List of contracts completed within last four years, including value of each:
Spartan Light Metals, Mexico \$ 6 million
Stephens College Lela Roney Wood Hall \$ 5 million
12. List of projects* currently in progress:
Fairview Church of Christ, Columbia
Beth Shalom, Columbia

Fidelity and Deposit Company

POST OFFICE BOX 1227

OF MARYLAND

BALTIMORE, MD 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Septagon Construction Company Incorporated-Columbia

25 South Fourth Street

Columbia MO, as Principal, (hereinafter called the "Principal"),

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, P.O. Box 1227, Baltimore, Maryland 21203, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and

firmly bound unto Boone County Commission

Attn: Melinda Bobbitt 801 E Walnut Street, Room 245

Columbia MO as Obligee, (hereinafter called the "Obligee"),

in the sum of Five Percent of the Amount of the Bid Dollars (5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Truck Garage Fire Restoration

5551 Highway 63 South

Columbia MO

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of July A.D., ~~XX~~2007

Mah Sheef
Witness

David G. Skellett (SEAL)
Principal

Principal
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Kathleen S. Johnson
Witness

By [Signature] (SEAL)
Attorney-in-Fact Title

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Charles D. MAGGARD, David F. MENEFEE, George R. THOMPSON, JR, Kathryn E. JOHNSON, Robert S. KENDRICK, Thomas J. KERBER, Randall A. RUSSELL and Rita BOWLIN, all of Sedalia, Missouri, EACH** its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Charles D. Maggard, John D. Mateja, David F. Menefee, Marcus J. Mateja, George R. Thompson, Jr, Kathryn E. Johnson, Robert S. Kendrick, Thomas J. Kerber, Randall A. Russell, dated January 4, 2001.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of April, A.D. 2005.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

Frank E. Martin Jr.

By: Frank E. Martin Jr. Vice President

State of Maryland }
City of Baltimore } ss:

On this 13th day of April, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2007



BOONE COUNTY, MISSOURI
Request for Bid #: 46-12JUL07 – Boone County Public Works South Facility
Maintenance Building Truck Garage Fire Restoration

ADDENDUM #1 - (Issued June 28, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- 1) Change page 1, Pre-Bid to read:
A Pre-Bid meeting will be held at **10:00 a.m.** on Tuesday, July 3, 2007 at the Public Works South Maintenance Facility, 5551 S. Highway 63, Columbia, MO 65201.

- 2) Bid Opening location has changed. Bids will be opened shortly after 1:30 p.m. in the Johnson Building Conference Room 213, 601 E. Walnut, Columbia, MO 65201. **Bids are still due by 1:15 p.m., July 12, 2007 in the Johnson Building, Room 208, 601 E. Walnut, Columbia, MO.**

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # **46-12JUL07 – Boone County Public Works South Facility Maintenance Building Truck Garage Fire Restoration** receipt of which is hereby acknowledged:

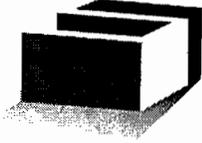
Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Scroggs Architecture P.C.
Stuart S. Scroggs, Principal

1008 Maplewood Dr. Columbia, MO 65203
Phone: 573-442-5600 Fax: 573-442-5611
E-mail: sss@scroggsarchitecture.com

July 5, 2007

ADDENDUM NO. TWO (2)

Truck Garage Fire Restoration
Boone Co. Public Works South Maintenance Building
5551 Highway 63 South
Columbia, MO 65201
Bid Number 46-12JUL07

Bidders are hereby informed of the following clarifications and/or modifications to be made in the plans and project manual for the above referenced project.

1. The Pre-Bid Meeting Minutes, dated July 3, 2007, issued with this Addendum are included as part of the Contract Documents.
2. Project Manual, Bid Proposal Form, Section II - Alternates and Scope of Work, Item A.1.b.3).
Substitute: "Revise existing Alternate No 2 as follows –
Additive Alternate No. 2: West Storage Bay - Furnish all labor and materials to replace existing standing seam roofing and gutters. Install new Berridge 'Zee-Lock' standing seam roofing, ridge and gutters or equal."
3. Project Manual, Bid Proposal Form, Section II – Alternates.
Add: "Additive Alternate No. 6: Furnish all labor and materials to replace existing standing seam roofing and gutters over West Storage Bay. Install new Butler MR-24 standing seam roofing, ridge, gutters and downspouts or equal in lieu of Berridge 'Zee-Lock' standing seam roofing system over Truck Garage and West Storage Bay."
4. Project Manual, Bid Proposal Form, Section III – Unit Prices.
Add: "Unit Price No. 2 - Install L&M Construction Materials Joint Tite 750, Tremco THC-900 or equal in existing concrete slab control joints per lineal foot."
5. Project Manual, Bid Proposal Form, Section III – Unit Prices.
Add: "Unit Price No. 3 - Install L&M Construction Materials Duracrete or equal concrete floor patching."
6. Project Manual, Scope of Work, Item A.1.b.1), A.2.b.2), A.3.b.1), pages 21 and 22.
Delete: "Clean smoke damage from vinyl faced roof and wall insulation."
7. Project Manual, Scope of Work, Item A.6.a.5), page 23.
Add: "Remove all existing piping, conduit and wiring for electrical and fire alarm systems that received fire damage, which rendered the existing piping, conduit and wiring non-workable or abandoned. Remove any abandoned or not in use sprinkler and water piping."
8. Project Manual, Supplemental Instructions to Bidders, page 27, Item L.
Add: "The successful contractor shall provide a Porta-Potty for employee's and contractor's use."
9. Project Manual, Supplemental Instructions to Bidders, page 23, Item M.

- Add: "The contractor shall remove all demolition materials, left-over construction materials and trash to the landfill."
10. Project Manual, Supplemental Instructions to Bidders, page 23, Item N.
Add: "Successful Contractor shall prepare and submit a bar chart construction project at the Pre-Construction Meeting."
11. Project Manual, Section 07411 Metal Standing Seam Roof Panels.
Add: "The base bid shall consist of Berridge 'Zee-Lock' metal standing seam roofing instead of Butler MR-24 metal standing seam roofing."
12. Project Manual, Section 09923 Interior Painting, Item 2.2.B.1.b.
Clarification: "Interior painted metal shall include existing conduit and piping to match surrounding paint color, existing (and new) bollards, safety yellow color. Contractor shall include 30 lineal feet of painted floor striping, safety yellow color, in front of existing electrical panels, recessed door leading to Break Room and relocated air compressor."
13. Drawings, Sheet 2, Floor Plan A/2.
Clarification: "Truck Garage North Wall - contractor shall replace existing wall siding instead of re-installing existing wall siding."
14. Drawings, Sheet 3, East Elevation/Building Section.
Clarification: "Contractor shall remove, replace and patch 3-hour fire-rated concrete block as required for replacement of fire damaged roof Z-purlin and installation of new 9-1/2" roof Z-purlin. Install fire caulking between new roof Z-purlin and patched concrete block."

SECTION 07411 METAL STANDING SEAM ROOF PANELS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pre-formed, pre-finished metal roofing and flashings.
- B. Miscellaneous trim, flashing, closures and accessories.
- C. Fastening devices.

1.02 RELATED SECTIONS

- A. Section 07721 Snow Guards
- B. Section 09901 General Painting
- C. Section 09912 Painted Exterior Metal
- D. Section 13120 Pre-Engineered Structures

1.03 REFERENCES

- A. American Iron & Steel Institute (AISI) Specification for the Design of Cold formed Steel Structural Members.
- B. ASTM A-653 & ASTM A924 Steel Sheet, Zinc-Coated (Galvanized)
- C. ASTM E-1680-95 (Air Infiltration Test)
- D. ASTM E-1646-95 (Water Penetration Test)
- E. ASTM E-1592
- F. SMACNA - Architectural Sheet Metal Manual.
- G. Building Materials Directory - Underwriter's Laboratories, Test Procedure 580.

1.04 ASSEMBLY DESCRIPTION

- A. The roofing assembly includes preformed sheet metal panels, related accessories, eaves, miscellaneous flashing and attaching devices.

1.05 SUBMITTALS

- A. Submit detailed drawings showing layout of panels, anchoring details, joint details, trim, flashing, and accessories. Show details of weatherproofing, terminations, and penetrations of metal work.
- B. Submit a sample of the type of roof panel, complete with factory finish.
- C. Submit results indicating compliance with minimum requirements of the following performance tests:
 - 1. Air Infiltration ASTM E-1680-95
 - 2. Water Infiltration ASTM E-1646-95
 - 3. Wind Uplift - U.L.90
- D. Submit calculations with registered engineer seal, verifying roof panel and attachment method resists wind pressures imposed on it pursuant to applicable building codes.

1.06 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in Architectural Sheet Metal Products with ten (10) years minimum experience.
- B. Product substitutions should be submitted prior to the Bid Date.
- C. Contractor shall furnish the specified product if the proposed shop drawing substitution is rejected.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Upon receipt of panels and other materials, installer shall examine the shipment for damage and completeness.
- B. Panels should be stored in a clean, dry place. One end should be elevated to allow moisture to run off.
- C. Panels with strippable film must not be stored in the open, exposed to the sun.
- D. Stack all materials to prevent damage and to allow for adequate ventilation.

1.08 WARRANTY

- A. Paint finish shall have a twenty year guarantee against cracking, peeling and fade (not to exceed 5 N.B.S. units).
- B. Applicator shall furnish guarantee covering watertightness of the roofing system for the period of twenty (20) years from the date of substantial completion.

PART 2 PRODUCT

2.01 ACCEPTABLE MANUFACTURERS

- A. Standing seam metal roof system shall be Berridge Zee-Lock manufactured by Berridge Manufacturing Company, Houston, Texas or approved equal.

2.02 SHEET MATERIALS

- A. Pre-finished Metal shall be Hot-Dipped Galvanized - ASTM A446-85 Grade C G90 Coating A525-86 24 Gauge core.
- B. Finish shall be full strength Kynar 500 Fluoropolymer coating coating, applied by the manufacturer on a continuous coil coating line, with a top side dry film thickness of 0.70 to 0.90 mil over 0.25 to 0.35 mil prime coat, to provide a total dry film thickness of 0.95 to 1.25 mil. Bottom side shall be coated with primer with a dry film thickness of 0.25 mil. Finish shall conform to all tests for adhesion, flexibility, and longevity as specified by the Kynar 500 finish supplier.
- C. Color shall be Shasta White.
- D. Strippable film shall be applied to the top side of the painted coil to protect the finish during fabrication, shipping and field handling. This strippable film must be removed before installation.

2.03 ACCESSORY MATERIALS

- A. Fasteners: Galvanized Steel with washers where required.
- B. Sealant: As approved by manufacturer.
- C. Vinyl Weatherseal Insert.

2.04 FABRICATION

- A. All exposed adjacent flashing shall be of the same material and finish as the roof panels.
- B. Hem all exposed edges of flashing on underside, 1/2 inch.

2.05. BERRIDGE ZEE-LOCK STANDING SEAM PANEL

- A. 2" high vertical legs shall be spaced at 16" on-center.
- B. Single lock seam shall be formed by Berridge Seaming Machine.
- C. Panels shall be factory-formed, 40' maximum length.
- D. Continuous Zee Rib shall be 1-3/8" wide and 2-1/8" in height. Rib shall be connected to purlin with two #12-14 x 1" self-drilling/tapping fasteners. Zee Clips shall be spaced at 3'-0".
- E. Vinyl Weatherseal (U.S. Patent 5134825) shall be factory-installed over Continuous Zee Rib.
- F. Sidelap shall be mechanically seamed with a powered seamer.
- G. Panel assembly shall bear Underwriters Laboratories Label UL90, pursuant to Construction Number 312 for open framing conditions, insulated with blanket insulation.

- H. Certification shall be submitted, based on independent testing laboratory, indicating no measurable water penetration or air leakage through the system when tested in accordance with ASTM E-1680-95 and ASTM E-1646-95.

PART 3 EXECUTION

3.01 INSPECTION

- A. Examine roof Z-purlins to ensure proper attachment to framing.
- B. Inspect roof Z-purlins to verify substrate is clean and smooth.
- C. Verify that roof Z-purlins are dry and free of snow or ice.

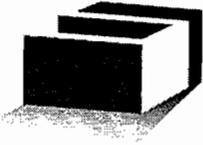
3.02 INSTALLATION

- A. Comply with manufacturers standard instructions and conform to standards set forth in the Architectural Sheet Metal Manual published by SMACNA, in order to achieve a watertight installation.
- B. Install panels in such a manner that horizontal lines are true and level and vertical lines are plumb.
- C. Install starter and edge trim before installing roof panels.
- D. Remove protective strippable film prior to installation of roof panels.
- E. Attach panels using manufacturer's standard clips and fasteners, spaced in accordance with approved shop drawings.
- F. Install sealants for preformed roofing panels as approved on shop drawings.
- G. Do not allow panels or trim to come into contact with dissimilar materials.
- H. Do not allow traffic on completed roof. If required, provide cushioned walk boards.
- I. Protect installed roof panels and trim from damage caused by adjacent construction until completion of installation.
- J. Remove and replace any panels or components which are damaged beyond successful repair.
- K. Install flashing to adjacent dissimilar roofing in accordance to manufacturer's standard details.

3.03 CLEANING

- A. Clean any grease, finger marks or stains from the panels per manufacturer's recommendations.
- B. Remove all scrap and construction debris from the site.

END OF SECTION



Scroggs Architecture P.C.
Stuart S. Scroggs, Principal

1008 Maplewood Dr. Columbia, MO 65203
 Phone: 573-442-5600 Fax: 573-442-5611
 E-mail: sss@scroggsarchitecture.com

July 3, 2007

Truck Garage Fire Restoration
 Boone Co. Public Works South Maintenance Building
 5551 Highway 63 South
 Columbia, MO 65201
 Bid Number 46-12JUL07

OWNER: Boone County Commission
 Boone County Government Building, Suite 245
 801 E. Walnut Street
 Columbia, MO 65201

PRE-BID MEETING MINUTES

- A. Meeting attendees were introduced.
- B. Attending the July 3, 2007 Pre-Bid Meeting:

<u>NAME</u>	<u>COMPANY</u>	<u>PHONE #</u>	<u>FAX #</u>	<u>E-MAIL</u>
David Mink, P.E.	Boone Co. Public Works Dir.	573-449-8515	573-449-1602	dmink@boonecountymo.org
Bob Davidson	F.M. Mgr., B.C. Public Works	573-886-4401	573-886-4402	bdavidson@boonecountymo.org
Chip Estabrooks	Maint. Oper's B.C. Public Works	573-449-8515	573-449-1602	cestabrooks@boonecountymo.org
Ken Pearson	B.C. Presiding Commissioner	573-886-4305	573-886-4311	Commission@boonecountymo.org
Heather Turner	Boone Co. Purchasing	573-886-4392	573-886-4390	hturner@boonecountymo.org
Stuart Scroggs	Scroggs Architecture P.C.	573-442-5600	573-442-5611	sss@scroggsarchitecture.com
Fred Malicoat	Malicoat-Winslow Engr's. P.C.	573-875-1300	573-875-1305	fredm@mwengrs.com
Jim Robertson	Young & Associates	760-519-4461	801-804-2155	jrobertson@youngonline.com
Michael Bungart	GBH Builders	573-893-3633	573-893-5847	mbungert@hotmail.com
John Wulff	Huebert Builders	573-449-4446	573-442-1032	jwulff@huebertbuilders.com
Gary E. Dorr	Five Oaks Associates	573-682-1314	573-682-9514	5oaks@socket.net
Eric Peterson	Septagon Construction	573-442-6187	573-445-0986	epeterson@septagon.com
Doug Sebastian	Septagon Construction	573-442-6187	573-445-0986	dsebastian@septagon.com

- B. Project Contacts/Consultants:
 1. The Owner's representative for this project will be Chip Estabrooks and Bob Davidson.
 2. The Architect is Stuart Scroggs, Scroggs Architecture P.C.
 3. The Engineer is Fred Malicoat, Malicoat-Winslow Engineers P.C.
 4. The Purchasing Dept. is represented by Heather Turner, Boone Co. Purchasing.

- C. Scope of Project:
 1. The purpose of the project is to put back and restore the Truck Garage before the fire.
 2. Base Bid Scope of work:
 1. Roofing.
 - a. Truck Garage –
 - 1) Remove existing single ply membrane roof, existing standing seam roofing, gutters and existing roof insulation over Truck Garage.
 - 2) Replace one fire-damaged, twisted roof Z-purlin over the fire source.
 - 3) Pressure wash, clean, prime and paint pre-engineered roof Z-purlins, structural main frames, columns and bracing while the structure is open.
 - 4) Install new 4" vinyl faced roof insulation, standing seam metal roof, ridge, gutters, vent flashings, etc.
 - b. West Storage Bay –

- 1) ~~Clean smoke damage from vinyl faced roof insulation.~~
 - 2) Existing standing seam roofing and gutters to remain.
2. Exterior Walls.
- a. Truck Garage -
 - 1) Remove and replace the existing exterior wall siding panels and downspouts with new exterior wall siding panels and downspouts.
 - 2) Remove existing 2" wall insulation and install new 4" vinyl faced wall insulation.
 - 3) The existing interior liner panels shall remain. Pressure wash/soda blast, clean, prime and paint existing liner panels.
 - 4) Pressure wash, clean, prime and paint pre-engineered walls, structural main frames, columns and bracing while the structure is open.
 - 5) Replace the existing single exterior hollow metal door and frame including new finish hardware on the north exterior wall and the existing single hollow metal exterior door and frame including new finish hardware on the south exterior wall.
 - 6) Replace the existing overhead doors, openers and controls on the north and south walls with new overhead doors, openers and controls.
 - 7) Pressure wash, prep, prime and paint new and existing wall siding panels, new and existing gutters, new and existing downspouts, existing window frames, all existing surface mounted conduit, existing gas piping, existing insulated refrigerant lines over entire North and South exterior existing walls.
 - b. West Storage Bay -
 - 1) Existing exterior wall siding panels and downspouts to remain.
 - 2) ~~Clean smoke damage from vinyl faced wall insulation.~~
 - 3) Existing overhead door, opener and controls to remain.
3. Interior Walls.
- a. Truck Garage -
 - 1) Pressure wash, prep, prime and paint East interior concrete block fire-rated wall.
 - 2) Replace and paint one single 3 hr. fire-rated hollow metal door including new finish hardware and one pair of 3 hr. fire-rated hollow metal double doors including new finish hardware in the East interior wall. Pressure wash, clean, prime and paint the existing single hollow metal door frame and the existing double door frame in the East interior wall.
 - 3) Replace existing 2" wall insulation in the West interior wall exposing the existing wall siding panels on the West interior wall.
 - 4) Soda blast, clean, prime and paint the existing wall siding panels and liner panels on the West interior wall including approx. 10' inside each SW and NW corners.
 - 5) Pressure wash, prep, prime and paint the existing hollow metal passage door and frame on the West interior wall. Install a new closer on the existing hollow metal passage door on the west interior wall.
 - b. West Storage Bay -
 - 1) ~~Clean smoke damage from vinyl faced wall insulation.~~
 - 2) Pressure wash, prep, prime and paint the existing hollow metal passage door and frame on the East interior wall.
4. Concrete Floor Slab.
- a. Truck Garage -
 - 1) Chemically clean the existing concrete floor slab.
 - 2) Paint striping around relocated electrical panel, slab transition at recessed door to Break Room, air compressor and new disconnect switch. ~~Restripe truck parking spaces as per Owner's Representative.~~
 - 3) Replace portions of the existing concrete floor slab if authorized by the Owner and verify quantities by Unit Price.
 - b. West Storage Bay - no work.
5. HVAC
- a. Truck Garage -
 - 1) Replace existing ceiling hung waste oil heater and ceiling hung gas-fired space heater.
 - b. West Storage Bay - no work.
6. Electrical
- a. Truck Garage -
 - 1) Demo existing conduit and wiring.
 - 2) Replace existing metal halide light fixtures with energy efficient fluorescent light fixtures.
 - 3) Replace all existing emergency and exit lights.
 - 4) Replace all existing receptacles.

- 5) Replace all conduit and wiring for electrical systems including air compressor.
 - 6) *Remove all existing piping, conduit and wiring for electrical and fire alarm systems that received fire damage, which rendered the existing piping, conduit and wiring non-workable or abandoned. Remove any abandoned or not in use sprinkler and water piping.*
- b. West Storage Bay – no work.
- D. The project is publicly bid and Prevailing Wage rates are required (enclosed in the specification).
- E. Sealed bids will be accepted until 1:15PM on July 12, 2007 at the Boone County Purchasing Office, 601 E. Walnut, Room 208, Columbia MO 65201. Bids received after the above specified time for opening will be returned to the sender unopened. Bids will be publicly opened shortly after 1:30PM on July 12, 2007 in the Johnson Building, Conference Room 213, 601 E. Walnut, Columbia MO 65201.
- F. 5% bid bond is required.
- G. Performance and Labor and Material Payment Bonds are required (IF the contractor's bid amount is over \$25,000).
- H. Request for clarifications for inclusion on the final Addendum must be received in writing or by fax no later than Tuesday, July 10, 2007.
- I. No bids shall be withdrawn for a period of 60 days.
- J. Alternates (*Revised*):
1. Additive Alternate No. 1: Truck Garage - Furnish all labor and materials to install bird netting system on underside of roof Z-purlins and on inside of wall girts above the 8' high liner panel to bottom of roof deck.
 2. *Additive Alternate No. 2: West Storage Bay - Furnish all labor and materials to replace existing standing seam roofing and gutters. Install new Berridge 'Zee-Lock' standing seam roofing, ridge and gutters or equal.*
 3. Additive Alternate No. 3: Truck Garage - Furnish all labor and materials to install a new fresh air intake louver in the north wall of the Truck Garage.
 4. Additive Alternate No. 4: Furnish all labor and materials to install concrete floor slab sealer.
 5. Additive Alternate No. 5: Furnish all labor and materials to install snow guards over the Truck Garage and West Storage Bay roof.
 6. *Additive Alternate No. 6: Furnish all labor and materials to replace existing standing seam roofing and gutters over West Storage Bay. Install new Butler MR-24 standing seam roofing, ridge, gutters and downspouts or equal in lieu of Berridge 'Zee-Lock' standing seam roofing system over Truck Garage and West Storage Bay.*
- K. Unit prices (*Revised*):
1. Unit Price No. 1 - Replace existing concrete slab with new 6" concrete slab reinforced with #5 bars at 18" O.C. each way. Dowel into existing slab at min. 24" O.C.
 2. Unit Price No. 2 - Install L&M Construction Materials Joint Tite 750, Tremco THC-900 or equal in existing concrete slab control joints.
 3. Unit Price No. 3 - Install L&M Construction Materials Duracrete or equal floor patching.
- L. Liquidated damages in the amount of One Hundred Dollars per day ARE a part of this contract. (The Pre-Bid Meeting Agenda incorrectly stated that Liquidated Damages were NOT part of the contract.
- M. Time to achieve Substantial Completion shall be seventy five (75) consecutive calendar days. Bidders were asked whether they had any comment if the seventy five day completion time was not feasible. The Owner requires that the project be complete by early November. The successful contractor will be required to submit a Construction Progress Schedule once a contract has been executed. After roofing and wall siding shop drawings have been submitted, an estimated delivery time for long lead time materials will be verified. Should the delivery time exceed the completion time, a time extension will be agreed to. It was mentioned that lead time for order of roofing and siding is approx. 8-12 weeks.

- N. Plans have been submitted to the Boone Co. Public Works for building permit review and approval. Contractors shall include \$0.00 for the cost of the building permit.
- O. Each bidder may obtain individual sets of plans for a non-refundable \$30.00 deposit per each set. DocuCopy, 3334 Brown Station Road, Columbia MO 65202, 573-814-1700, is printing and distributing the contract documents.
1. A list of the planholders may be viewed at DocuCopy's website: http://onlineplanroom.docucopyllc.com/viewImages.asp?job_id=4389.
 2. All bidders are requested to visit DocuCopy's website to obtain a list of current planholders. **Bidders are advised to please NOT call the Architect seeking a planholders list.** Inquiries will be referred to visit the above website or contact DocuCopy to obtain a planholder's list.
- P. A Pre-Construction Meeting will be scheduled with the successful general contractor after a construction contract has been executed.
- Q. The apparent low bidder will submit his list of proposed subcontractors to the Architect within 24 hours of the bid opening.
- R. All items requiring clarification to the contract documents during the bidding phase and as a result of this meeting will be distributed on addenda.
- S. Please note the Sales/Use Tax Exemption, page 15, of the General Project Requirements.
- T. Addendum No. 1 has been issued via the DocuCopy website. The bidding location has changed. Bids will be opened shortly after 1:30pm in the Johnson Building Conference Room 213, 601 E. Walnut St., Columbia MO 65201. Bids are still due by 1:15PM, July 12, 2007 in Room 208, Johnson Building, 601 E. Walnut St., Columbia MO 65201.
- U. Discussion.
1. An inspection by a certified Asbestos contractor/inspector shall be required for DNR requirements. The report, assuming it is negative, shall be filed with DNR and no further DNR permitting shall be required.
 2. The County's No Smoking policy was discussed. Off-premise smoking may occur on the south side of the building, west of the fence.
 3. Separate construction projects that should be nearing their conclusion when this project begins; Salt Barn and new generator for the Maintenance Building.
 4. Addendum No. 2 will specify that the successful contractor shall furnish a Porta-Potty.
 5. Contractor may use temporary power from the Maintenance Building.
 6. It was determined by separate contract that the existing exhaust fan is in operating condition. Contractors shall include new conduit, wiring & connections to the existing exhaust fan.
 7. ACC shall replace the existing smoke alarm system by separate contract.
 8. Contractor's personnel may not use the Maintenance Building Break Room/Lunch Room.
- V. The jobsite was toured afterward.
1. Berridge 'Zee-Lock' standing seam metal roofing will be the base bid. Butler MR-24 standing seam metal roofing will be changed by Addendum to an Additive Alternate.
 2. Cleaning remaining smoke residue from roof and wall insulation shall be done by Serv-Pro and deleted from the Base Bid.
 3. Include a new unit price for caulking existing score marks and/or joints in the concrete slab.
 4. Delete striping for truck parking. Specify by Addendum that a certain lineal feet of striping shall be required in front of the existing electrical panel, recessed door leading to Break Room, and in front of the air compressor.
 5. Clarify by Addendum that painting work shall include existing bollards and any remaining surface mounted conduit and piping.
 6. Contractor shall be required to clean out paint solids, debris, etc. from the trench drain strainer.

BID RESPONSE FORM (Revised July 5, 2007)

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: BID NUMBER: 46-12JUL07
BOONE CO. PUBLIC WORKS SOUTH MAINTENANCE BUILDING
TRUCK GARAGE FIRE RESTORATION
PUBLIC WORKS SOUTH MAINTENANCE FACILITY
5551 S. HIGHWAY 63, COLUMBIA MO 65201

LADIES AND GENTLEMEN:

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and do not include Missouri Sales and Use Tax or any other taxes which might be assessed against or in connection with the work proposed herein.

Base Bid in the Amount of _____ (\$_____).

SECTION I – ADDENDA

1. I hereby acknowledge receipt of the following Addenda:
- | | |
|---------------------|--------------|
| <u>Addendum No.</u> | <u>Dated</u> |
| <u>Addendum No.</u> | <u>Dated</u> |
| <u>Addendum No.</u> | <u>Dated</u> |

SECTION II – ALTERNATES

Alternates are not listed in order of priority and any individual Alternate may be selected by the Owner.

1. Additive Alternate No. 1: Truck Garage - Furnish all labor and materials to install bird netting system on underside of roof Z-purlins and on inside of wall girts above the 8' high liner panel to bottom of roof deck.
ADDITIVE ALTERNATE NO. 1 TOTAL +\$_____
2. Additive Alternate No. 2: West Storage Bay - Furnish all labor and materials to replace existing standing seam roofing and gutters. Install new Berridge 'Zee-Lock' standing seam roofing, ridge and gutters or equal.
ADDITIVE ALTERNATE NO. 2 TOTAL +\$_____
3. Additive Alternate No. 3: Truck Garage - Furnish all labor and materials to install a new fresh air intake louver in the north wall of the Truck Garage.
ADDITIVE ALTERNATE NO. 3 TOTAL +\$_____
4. Additive Alternate No. 4: Furnish all labor and materials to install concrete floor slab sealer.
ADDITIVE ALTERNATE NO. 4 TOTAL +\$_____

5. Additive Alternate No. 5: Furnish all labor and materials to install snow guards over the Truck Garage and West Storage Bay roof.
ADDITIVE ALTERNATE NO. 5 TOTAL +\$ _____

6. Additive Alternate No. 6: Furnish all labor and materials to replace existing standing seam roofing and gutters over West Storage Bay. Install new Butler MR-24 standing seam roofing, ridge, gutters and downspouts or equal in lieu of Berridge 'Zee-Lock' standing seam roofing system over Truck Garage and West Storage Bay.
ADDITIVE ALTERNATE NO. 6 TOTAL +\$ _____

SECTION III – UNIT PRICES

For furnishing all labor, materials and equipment to complete the scope of work as defined herein for

Item	Description	Unit of Measure	Unit Price
1.	Replace existing concrete slab with new 6" conc. slab reinforced with #5 bars at 18" O.C. each way. Dowel into existing slab at min. 24" O.C.	Per Square Foot	\$ _____
2.	Install L&M Construction Materials Joint Tite 750, Tremco THC-900 or equal in existing concrete slab control joints.	Per Lineal Foot	\$ _____
3.	Install L&M Construction Materials Duracrete or equal concrete floor patching.	Per Square Foot	\$ _____

SECTION IV – COMPLETION TIME

I hereby agree to complete the work herein specified within Seventy Five (75) consecutive calendar days commencing on the date of the Contract Award and to allow a deduction of One Hundred dollars (\$100.00) per calendar day from the final payment as liquidated damages for each day that completion is delayed beyond the Seventy Five (75) consecutive calendar days. Time extensions shall be documented by Change Order.

SECTION V – ADDENDA ACKNOWLEDGEMENT

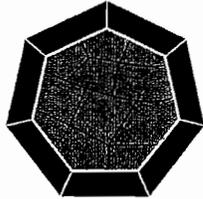
Acknowledgement of Receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration. Bidder hereby acknowledges receipt of addenda, if applicable, by attaching a signed copy of all such addenda.

SECTION VI – RIGHT TO REJECT BIDS

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit and to accept such proposal as it deems to its best interest.

Signature: Firm _____
 By _____
 Title _____
 Address _____

 Phone _____
 Date _____



SEPTAGON
CONSTRUCTION CO., INC.
25 South Fourth St, Columbia, MO 65201
573-442-6187 FAX: 573-443-0986
www.septagon.com

7/11/07

Stuart Scroggs, A.I.A.
Scroggs Architecture P C.
1008 Maplewood Drive
Columbia, Mo. 65203

Re: Public Works South Maintenance Building
Truck Garage Fire Restoration

Dear Mr. Scroggs:

Attached is our bid for this project. Regarding our bid:

1. We assume the building is not insured by Factory Mutual. We do not include any costs for upgrading the existing structurals and bracing to Factory Mutual requirements which are above and beyond IBC requirements. We do not have the extra roof clips required for Factory Mutual for the MR24 alternate as we do not see Factory Mutual as a requirement in the Berridge Specification, section 07411. We understand the insurer is not factory mutual.
2. Berridge does not have any structural information on the existing building. Berridge has not included any additional purlin bracing that will be required by Butler Manufacturing resulting from the existing roof being a screw down roof. Butler has stated that if a standing seam roof is added additional purlin bracing will have to be addressed. The cost of additional purlin bracing has not been determined at this time. The drawings say the existing roofing is standing seam, it is not.

The cost to reinforce the purlins for a Berridge roof system or MR24 would be a big number, probably between seven to ten thousand dollars. If a ButlerRib roof is put back on the purlins can remain without modifications at a lower cost than the standing seam roofs. Again, we do not have structural work included other than replacing one purlin.

3. We have based our roof insulation quote on a single layer of 4" installed parallel to the panels over the top of the purlins. No multi layer system or banded system has been included.
4. Our alternate for the floor sealer is based on SpecSeal in lieu of Pentox as an equal proposed by Nuway. All of the floor cleaning and degreasing is included in our alternate.
5. Our unit prices are based on a minimum of 16 square foot of floor replacement areas. The unit price for floor patching is not defined. The cost would depend on how much prep has to be done and how thick the patch is. We have based our unit price on minimal prep and $\frac{1}{4}$ " thick patch. Our unit price for floor replacement could go down if the areas are larger than 10x10.
6. Our painter has figured all of the interior cleaning of steel as sand blasting before the roof comes off. Soda blasting and pressure washing will not be used. We feel we can do a better job prepping the steel with sandblasting. We could do the blasting before the roof comes off. That would be a huge advantage to the schedule. Any primer coats could also be on the steel.
7. There is an alternate called for on M2 to upsize the HVAC equipment. Our alternate is ~~\$4,300.00~~ 5,100.00 7/12. The alternate is not listed on the bid form.
8. Our HVAC contractors have bid to reconnect the waste oil piping to the new equipment....they do not include new pump, filters, or tank.

9. We do not include any contingency allowances or unit price quantities in our bid amount. If required, they would have to be added to our bid.

10.

We would be happy to meet with you to discuss this project further and we look forward to working with you.

Kindest Regards,

Mark Stuefer
Project Estimator

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Septagon Construction Company, Incorporated-Columbia

25 South Fourth Street Columbia MO 65201

as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland

P O Box 1227 Baltimore MD 21203

a Corporation, organized under the laws of the State of Maryland

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, in the amount of Three Hundred Five Thousand Five Hundred Dollars and no/100-- Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated 08/02/07 entered into a
Contract with Owner for:

**BID NUMBER 46-12JUN07
Fire Restoration Design
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone Purchasing Department,
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing
hourly wages and comply with all prevailing wage requirements as provided by such Contract and
applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the
Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms
and conditions, and upon determination by Owner and Surety of the lowest responsible bidder,
arrange for a Contract between such bidder and Owner, and make available as work progresses
(even though there should be a default of a succession of defaults under the Contract or Contracts
of completion arranged under this paragraph) sufficient fund to pay the cost of completion less
the balance of the Contract price, but not exceeding, including other costs and damages for which
the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term
"balance of the Contract price", as used in this paragraph, shall mean the total amount payable by
Owner to Contractor under the Contract and any amendments thereto, less the amount properly
paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Sedalia, Missouri, on this 8th day of August, 2007.

SEPTON CONSTRUCTION COMPANY, INCORPORATED - COLUMBIA
(Contractor)

(SEAL)

BY: [Signature]
Fidelity and Deposit Company of Maryland
(Surety Company)

(SEAL)

BY: [Signature]
(Attorney-In-Fact)

BY: [Signature]
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Septagon Construction Company,
Incorporated-Columbia 25 South Fourth Street Columbia, MO 65201
as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland
P O Box 1227 Baltimore MD 21203

a corporation organized under the laws of the State of Maryland, and
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,
for the use and benefit of claimants as herein below defined, in the amount of

Three Hundred Five Thousand Five Hundred Dollars and no/100 DOLLARS

(\$305,500.00), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated 08/02/07 entered
into a contract with Owner for

**BID NUMBER 46-12JUN07
Fire Restoration Design
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone which contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor
shall promptly make payments to all claimants as hereinafter defined, for all labor and material
used or reasonably required for use in the performance of the Contract, then this obligation shall
be void; otherwise, it shall remain in full force and effect, subject, however, to the following
conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Sedalia, Missouri on this 8th day of August 2007.

SEATON Construction Company, INCORPORATED - COLUMBIA

CONTRACTOR _____ (SEAL)

BY: *Paul Shultz, CFO*

SURETY COMPANY Fidelity and Deposit Company of Maryland

BY: *[Signature]*
(Attorney-In-Fact)

BY: *[Signature]*
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by M. P. HAMMOND, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Charles D. MAGGARD, George R. THOMPSON, JR, Kathryn E. JOHNSON, Robert S. KENDRICK, Thomas J. KERBER, Randall A. RUSSELL, Rita BOWLIN and Donald R. STEWART, all of Sedalia, Missouri, EACH** its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Charles D. MAGGARD, David F. MENEFEE, George R. THOMPSON, JR, Kathryn E. JOHNSON, Robert S. KENDRICK, Thomas J. KERBER, Randall A. RUSSELL, Rita BOWLIN, dated April 13, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of July, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

Gregory E. Murray Assistant Secretary

By:

M. P. Hammond

M. P. Hammond

Vice President

State of Maryland }
City of Baltimore } ss:

On this 9th day of July, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came M. P. HAMMOND, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

10/01/2007

DATE (MM/DD/YY)
08/08/2007

PRODUCER
LOCKTON COMPANIES, LLC-1 KANSAS CITY
444 W. 47th Street, Suite 900
Kansas City Mo 64112-1906
(816) 960-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
62548
SEPTAGON CONSTRUCTION CO., INC.
COLUMBIA
25 SOUTH FOURTH
COLUMBIA MO 65203

INSURER A : ZURICH INSURANCE COMPANIES A+
INSURER B : GREAT AMERICAN ALLIANCE
INSURER C : ST PAUL TRAVELERS
INSURER D :
INSURER E :

COVERAGES JD

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL03533100	10/01/2006	10/01/2007	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	BAP3533102	10/01/2006	10/01/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ XXXXXXXX
					AUTO ONLY: AGG \$ XXXXXXXX
B	EXCESS LIABILITY	UMB5655159	10/01/2006	10/01/2007	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
	<input type="checkbox"/> RETENTION \$				\$ XXXXXXXX
					\$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC35333101	10/01/2006	10/01/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER LEASED/RENTED EQUIPMENT	QT6603571B966TIL06	10/01/2006	10/01/2007	\$200,000 LMT MAX ONE ITEM \$2500 DED.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 CERTHOLDER IS AN ADDITIONAL INSURED REGARDING BOONE COUNTY FIRE RESTORATION DESIGN, BID NUMBER 46-12Jul07,
 PUBLIC WORKS SOUTH MAINTENANCE BUILDING, COLUMBIA, MO; JOB NUMBER 03-07-028.

CERTIFICATE HOLDER **ADDITIONAL INSURED; INSURER LETTER:** _____ **CANCELLATION**

2938484
 COUNTY OF BOONE - MISSOURI
 BOONE COUNTY COMMISSION
 601 EAST WALNUT
 ROOM 208
 COLUMBIA MO 65201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 

Boone County
Truck Garage Fire Restoration
Bid No. 46-12JUL07

ID	Task Name	Duration	Start	Finish	August							September			October			November							
					7/29	8/5	8/12	8/19	8/26	9/2	9/9	9/16	9/23	9/30	10/7	10/14	10/21	10/28	11/4						
1	Notice to Proceed	1 day?	Wed 8/15/07	Wed 8/15/07																					
2	Submittals	10 days	Mon 8/20/07	Fri 8/31/07																					
3	Sandblasting interior paint	20 days	Mon 8/20/07	Fri 9/14/07																					
4	Demo and reroof	15 days	Mon 9/17/07	Fri 10/5/07																					
5	Replace Walk Doors/Frames	7 days	Mon 10/1/07	Tue 10/9/07																					
6	Demo and Reside	15 days	Fri 9/21/07	Thu 10/11/07																					
7	Replace Overhead Doors	3 days	Mon 10/8/07	Wed 10/10/07																					
8	Exterior Painting	10 days	Fri 10/12/07	Thu 10/25/07																					
9	M and E Roughins	10 days	Mon 10/8/07	Fri 10/19/07																					
10	Nixalite Bird Netting	8 days	Mon 10/15/07	Wed 10/24/07																					
11	Hang Fixtures and Heaters	5 days	Mon 10/22/07	Fri 10/26/07																					
12	Punch List and Seal Floor	5 days	Thu 10/25/07	Wed 10/31/07																					

Project: Project1
Date: Thu 8/9/07

Task Split Progress

Milestone Summary Project Summary

External Tasks External Milestone Deadline



BOONE COUNTY, MISSOURI
Request for Bid #: 46-12JUL07 – Boone County Public Works South Facility
Maintenance Building Truck Garage Fire Restoration

ADDENDUM #1 - (Issued June 28, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- 1) Change page 1, Pre-Bid to read:
A Pre-Bid meeting will be held at **10:00 a.m.** on Tuesday, July 3, 2007 at the Public Works South Maintenance Facility, 5551 S. Highway 63, Columbia, MO 65201.

- 2) Bid Opening location has changed. Bids will be opened shortly after 1:30 p.m. in the Johnson Building Conference Room 213, 601 E. Walnut, Columbia, MO 65201. **Bids are still due by 1:15 p.m., July 12, 2007 in the Johnson Building, Room 208, 601 E. Walnut, Columbia, MO.**

By: *Melinda Bobbitt*
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # **46-12JUL07 – Boone County Public Works South Facility Maintenance Building Truck Garage Fire Restoration** receipt of which is hereby acknowledged:

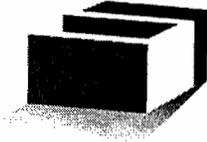
Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Scroggs Architecture P.C.
Stuart S. Scroggs, Principal

1008 Maplewood Dr. Columbia, MO 65203
Phone: 573-442-5600 Fax: 573-442-5611
E-mail: sss@scroggsarchitecture.com

July 5, 2007

ADDENDUM NO. TWO (2)

Truck Garage Fire Restoration
Boone Co. Public Works South Maintenance Building
5551 Highway 63 South
Columbia, MO 65201
Bid Number 46-12JUL07

Bidders are hereby informed of the following clarifications and/or modifications to be made in the plans and project manual for the above referenced project.

1. The Pre-Bid Meeting Minutes, dated July 3, 2007, issued with this Addendum are included as part of the Contract Documents.
2. Project Manual, Bid Proposal Form, Section II - Alternates and Scope of Work, Item A.1.b.3).
Substitute: "Revise existing Alternate No 2 as follows –
Additive Alternate No. 2: West Storage Bay - Furnish all labor and materials to replace existing standing seam roofing and gutters. Install new Berridge 'Zee-Lock' standing seam roofing, ridge and gutters or equal."
3. Project Manual, Bid Proposal Form, Section II – Alternates.
Add: "Additive Alternate No. 6: Furnish all labor and materials to replace existing standing seam roofing and gutters over West Storage Bay. Install new Butler MR-24 standing seam roofing, ridge, gutters and downspouts or equal in lieu of Berridge 'Zee-Lock' standing seam roofing system over Truck Garage and West Storage Bay."
4. Project Manual, Bid Proposal Form, Section III – Unit Prices.
Add: "Unit Price No. 2 - Install L&M Construction Materials Joint Tite 750, Tremco THC-900 or equal in existing concrete slab control joints per lineal foot."
5. Project Manual, Bid Proposal Form, Section III – Unit Prices.
Add: "Unit Price No. 3 - Install L&M Construction Materials Duracrete or equal concrete floor patching."
6. Project Manual, Scope of Work, Item A.1.b.1), A.2.b.2), A.3.b.1), pages 21 and 22.
Delete: "Clean smoke damage from vinyl faced roof and wall insulation."
7. Project Manual, Scope of Work, Item A.6.a.5), page 23.
Add: "Remove all existing piping, conduit and wiring for electrical and fire alarm systems that received fire damage, which rendered the existing piping, conduit and wiring non-workable or abandoned. Remove any abandoned or not in use sprinkler and water piping."
8. Project Manual, Supplemental Instructions to Bidders, page 27, Item L.
Add: "The successful contractor shall provide a Porta-Potty for employee's and contractor's use."
9. Project Manual, Supplemental Instructions to Bidders, page 23, Item M.

- Add: "The contractor shall remove all demolition materials, left-over construction materials and trash to the landfill."
10. Project Manual, Supplemental Instructions to Bidders, page 23, Item N.
Add: "Successful Contractor shall prepare and submit a bar chart construction project at the Pre-Construction Meeting."
11. Project Manual, Section 07411 Metal Standing Seam Roof Panels.
Add: "The base bid shall consist of Berridge 'Zee-Lock' metal standing seam roofing instead of Butler MR-24 metal standing seam roofing."
12. Project Manual, Section 09923 Interior Painting, Item 2.2.B.1.b.
Clarification: "Interior painted metal shall include existing conduit and piping to match surrounding paint color, existing (and new) bollards, safety yellow color. Contractor shall include 30 lineal feet of painted floor striping, safety yellow color, in front of existing electrical panels, recessed door leading to Break Room and relocated air compressor."
13. Drawings, Sheet 2, Floor Plan A/2.
Clarification: "Truck Garage North Wall - contractor shall replace existing wall siding instead of re-installing existing wall siding."
14. Drawings, Sheet 3, East Elevation/Building Section.
Clarification: "Contractor shall remove, replace and patch 3-hour fire-rated concrete block as required for replacement of fire damaged roof Z-purlin and installation of new 9-1/2" roof Z-purlin. Install fire caulking between new roof Z-purlin and patched concrete block."

SECTION 07411 METAL STANDING SEAM ROOF PANELS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pre-formed, pre-finished metal roofing and flashings.
- B. Miscellaneous trim, flashing, closures and accessories.
- C. Fastening devices.

1.02 RELATED SECTIONS

- A. Section 07721 Snow Guards
- B. Section 09901 General Painting
- C. Section 09912 Painted Exterior Metal
- D. Section 13120 Pre-Engineered Structures

1.03 REFERENCES

- A. American Iron & Steel Institute (AISI) Specification for the Design of Cold formed Steel Structural Members.
- B. ASTM A-653 & ASTM A924 Steel Sheet, Zinc-Coated (Galvanized)
- C. ASTM E-1680-95 (Air Infiltration Test)
- D. ASTM E-1646-95 (Water Penetration Test)
- E. ASTM E-1592
- F. SMACNA - Architectural Sheet Metal Manual.
- G. Building Materials Directory - Underwriter's Laboratories, Test Procedure 580.

1.04 ASSEMBLY DESCRIPTION

- A. The roofing assembly includes preformed sheet metal panels, related accessories, eaves, miscellaneous flashing and attaching devices.

1.05 SUBMITTALS

- A. Submit detailed drawings showing layout of panels, anchoring details, joint details, trim, flashing, and accessories. Show details of weatherproofing, terminations, and penetrations of metal work.
- B. Submit a sample of the type of roof panel, complete with factory finish.
- C. Submit results indicating compliance with minimum requirements of the following performance tests:
 - 1. Air Infiltration ASTM E-1680-95
 - 2. Water Infiltration ASTM E-1646-95
 - 3. Wind Uplift - U.L.90
- D. Submit calculations with registered engineer seal, verifying roof panel and attachment method resists wind pressures imposed on it pursuant to applicable building codes.

1.06 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in Architectural Sheet Metal Products with ten (10) years minimum experience.
- B. Product substitutions should be submitted prior to the Bid Date.
- C. Contractor shall furnish the specified product if the proposed shop drawing substitution is rejected.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Upon receipt of panels and other materials, installer shall examine the shipment for damage and completeness.
- B. Panels should be stored in a clean, dry place. One end should be elevated to allow moisture to run off.
- C. Panels with strippable film must not be stored in the open, exposed to the sun.
- D. Stack all materials to prevent damage and to allow for adequate ventilation.

1.08 WARRANTY

- A. Paint finish shall have a twenty year guarantee against cracking, peeling and fade (not to exceed 5 N.B.S. units).
- B. Applicator shall furnish guarantee covering watertightness of the roofing system for the period of twenty (20) years from the date of substantial completion.

PART 2 PRODUCT

2.01 ACCEPTABLE MANUFACTURERS

- A. Standing seam metal roof system shall be Berridge Zee-Lock manufactured by Berridge Manufacturing Company, Houston, Texas or approved equal.

2.02 SHEET MATERIALS

- A. Pre-finished Metal shall be Hot-Dipped Galvanized - ASTM A446-85 Grade C G90 Coating A525-86 24 Gauge core.
- B. Finish shall be full strength Kynar 500 Fluoropolymer coating coating, applied by the manufacturer on a continuous coil coating line, with a top side dry film thickness of 0.70 to 0.90 mil over 0.25 to 0.35 mil prime coat, to provide a total dry film thickness of 0.95 to 1.25 mil. Bottom side shall be coated with primer with a dry film thickness of 0.25 mil. Finish shall conform to all tests for adhesion, flexibility, and longevity as specified by the Kynar 500 finish supplier.
- C. Color shall be Shasta White.
- D. Strippable film shall be applied to the top side of the painted coil to protect the finish during fabrication, shipping and field handling. This strippable film must be removed before installation.

2.03 ACCESSORY MATERIALS

- A. Fasteners: Galvanized Steel with washers where required.
- B. Sealant: As approved by manufacturer.
- C. Vinyl Weatherseal Insert.

2.04 FABRICATION

- A. All exposed adjacent flashing shall be of the same material and finish as the roof panels.
- B. Hem all exposed edges of flashing on underside, 1/2 inch.

2.05. BERRIDGE ZEE-LOCK STANDING SEAM PANEL

- A. 2" high vertical legs shall be spaced at 16" on-center.
- B. Single lock seam shall be formed by Berridge Seaming Machine.
- C. Panels shall be factory-formed, 40' maximum length.
- D. Continuous Zee Rib shall be 1-3/8" wide and 2-1/8" in height. Rib shall be connected to purlin with two #12-14 x 1" self-drilling/tapping fasteners. Zee Clips shall be spaced at 3'-0".
- E. Vinyl Weatherseal (U.S. Patent 5134825) shall be factory-installed over Continuous Zee Rib.
- F. Sidelap shall be mechanically seamed with a powered seamer.
- G. Panel assembly shall bear Underwriters Laboratories Label UL90, pursuant to Construction Number 312 for open framing conditions, insulated with blanket insulation.

- H. Certification shall be submitted, based on independent testing laboratory, indicating no measurable water penetration or air leakage through the system when tested in accordance with ASTM E-1680-95 and ASTM E-1646-95.

PART 3 EXECUTION

3.01 INSPECTION

- A. Examine roof Z-purlins to ensure proper attachment to framing.
- B. Inspect roof Z-purlins to verify substrate is clean and smooth.
- C. Verify that roof Z-purlins are dry and free of snow or ice.

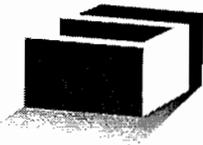
3.02 INSTALLATION

- A. Comply with manufacturers standard instructions and conform to standards set forth in the Architectural Sheet Metal Manual published by SMACNA, in order to achieve a watertight installation.
- B. Install panels in such a manner that horizontal lines are true and level and vertical lines are plumb.
- C. Install starter and edge trim before installing roof panels.
- D. Remove protective strippable film prior to installation of roof panels.
- E. Attach panels using manufacturer's standard clips and fasteners, spaced in accordance with approved shop drawings.
- F. Install sealants for preformed roofing panels as approved on shop drawings.
- G. Do not allow panels or trim to come into contact with dissimilar materials.
- H. Do not allow traffic on completed roof. If required, provide cushioned walk boards.
- I. Protect installed roof panels and trim from damage caused by adjacent construction until completion of installation.
- J. Remove and replace any panels or components which are damaged beyond successful repair.
- K. Install flashing to adjacent dissimilar roofing in accordance to manufacturer's standard details.

3.03 CLEANING

- A. Clean any grease, finger marks or stains from the panels per manufacturer's recommendations.
- B. Remove all scrap and construction debris from the site.

END OF SECTION.



Scroggs Architecture P.C.
Stuart S. Scroggs, Principal

1008 Maplewood Dr. Columbia, MO 65203
 Phone: 573-442-5600 Fax: 573-442-5611
 E-mail: sss@scroggsarchitecture.com

July 3, 2007

Truck Garage Fire Restoration
 Boone Co. Public Works South Maintenance Building
 5551 Highway 63 South
 Columbia, MO 65201
 Bid Number 46-12JUL07

OWNER: Boone County Commission
 Boone County Government Building, Suite 245
 801 E. Walnut Street
 Columbia, MO 65201

PRE-BID MEETING MINUTES

A. Meeting attendees were introduced.

B. Attending the July 3, 2007 Pre-Bid Meeting:

<u>NAME</u>	<u>COMPANY</u>	<u>PHONE #</u>	<u>FAX #</u>	<u>E-MAIL</u>
David Mink, P.E.	Boone Co. Public Works Dir.	573-449-8515	573-449-1602	dmink@boonecountymo.org
Bob Davidson	F.M. Mgr., B.C. Public Works	573-886-4401	573-886-4402	bdavidson@boonecountymo.org
Chip Estabrooks	Maint. Oper's B.C. Public Works	573-449-8515	573-449-1602	cestabrooks@boonecountymo.org
Ken Pearson	B.C. Presiding Commissioner	573-886-4305	573-886-4311	Commission@boonecountymo.org
Heather Turner	Boone Co. Purchasing	573-886-4392	573-886-4390	hturner@boonecountymo.org
Stuart Scroggs	Scroggs Architecture P.C.	573-442-5600	573-442-5611	sss@scroggsarchitecture.com
Fred Malicoat	Malicoat-Winslow Engr's. P.C.	573-875-1300	573-875-1305	fredm@mwengrs.com
Jim Robertson	Young & Associates	760-519-4461	801-804-2155	jrobertson@youngonline.com
Michael Bungart	GBH Builders	573-893-3633	573-893-5847	mbungert@hotmail.com
John Wulff	Huebert Builders	573-449-4446	573-442-1032	jwulff@huebertbuilders.com
Gary E. Dorr	Five Oaks Associates	573-682-1314	573-682-9514	5oaks@socket.net
Eric Peterson.	Septagon Construction	573-442-6187	573-445-0986	epeterson@septagon.com
Doug Sebastian	Septagon Construction	573-442-6187	573-445-0986	dsebastian@septagon.com

B. Project Contacts/Consultants:

1. The Owner's representative for this project will be Chip Estabrooks and Bob Davidson.
2. The Architect is Stuart Scroggs, Scroggs Architecture P.C.
3. The Engineer is Fred Malicoat, Malicoat-Winslow Engineers P.C.
4. The Purchasing Dept. is represented by Heather Turner, Boone Co. Purchasing.

C. Scope of Project:

1. The purpose of the project is to put back and restore the Truck Garage before the fire.
2. Base Bid Scope of work:
 1. Roofing.
 - a. Truck Garage –
 - 1) Remove existing single ply membrane roof, existing standing seam roofing, gutters and existing roof insulation over Truck Garage.
 - 2) Replace one fire-damaged, twisted roof Z-purlin over the fire source.
 - 3) Pressure wash, clean, prime and paint pre-engineered roof Z-purlins, structural main frames, columns and bracing while the structure is open.
 - 4) Install new 4" vinyl faced roof insulation, standing seam metal roof, ridge, gutters, vent flashings, etc.
 - b. West Storage Bay –

- 1) ~~Clean smoke damage from vinyl faced roof insulation.~~
 - 2) Existing standing seam roofing and gutters to remain.
2. Exterior Walls.
- a. Truck Garage -
 - 1) Remove and replace the existing exterior wall siding panels and downspouts with new exterior wall siding panels and downspouts.
 - 2) Remove existing 2" wall insulation and install new 4" vinyl faced wall insulation.
 - 3) The existing interior liner panels shall remain. Pressure wash/soda blast, clean, prime and paint existing liner panels.
 - 4) Pressure wash, clean, prime and paint pre-engineered walls, structural main frames, columns and bracing while the structure is open.
 - 5) Replace the existing single exterior hollow metal door and frame including new finish hardware on the north exterior wall and the existing single hollow metal exterior door and frame including new finish hardware on the south exterior wall.
 - 6) Replace the existing overhead doors, openers and controls on the north and south walls with new overhead doors, openers and controls.
 - 7) Pressure wash, prep, prime and paint new and existing wall siding panels, new and existing gutters, new and existing downspouts, existing window frames, all existing surface mounted conduit, existing gas piping, existing insulated refrigerant lines over entire North and South exterior existing walls.
 - b. West Storage Bay -
 - 1) Existing exterior wall siding panels and downspouts to remain.
 - 2) ~~Clean smoke damage from vinyl faced wall insulation.~~
 - 3) Existing overhead door, opener and controls to remain.
3. Interior Walls.
- a. Truck Garage -
 - 1) Pressure wash, prep, prime and paint East interior concrete block fire-rated wall.
 - 2) Replace and paint one single 3 hr. fire-rated hollow metal door including new finish hardware and one pair of 3 hr. fire-rated hollow metal double doors including new finish hardware in the East interior wall. Pressure wash, clean, prime and paint the existing single hollow metal door frame and the existing double door frame in the East interior wall.
 - 3) Replace existing 2" wall insulation in the West interior wall exposing the existing wall siding panels on the West interior wall.
 - 4) Soda blast, clean, prime and paint the existing wall siding panels and liner panels on the West interior wall including approx. 10' inside each SW and NW corners.
 - 5) Pressure wash, prep, prime and paint the existing hollow metal passage door and frame on the West interior wall. Install a new closer on the existing hollow metal passage door on the west interior wall.
 - b. West Storage Bay -
 - 1) ~~Clean smoke damage from vinyl faced wall insulation.~~
 - 2) Pressure wash, prep, prime and paint the existing hollow metal passage door and frame on the East interior wall.
4. Concrete Floor Slab.
- a. Truck Garage -
 - 1) Chemically clean the existing concrete floor slab.
 - 2) Paint striping around relocated electrical panel, slab transition at recessed door to Break Room, air compressor and new disconnect switch. ~~Restripe truck parking spaces as per Owner's Representative.~~
 - 3) Replace portions of the existing concrete floor slab if authorized by the Owner and verify quantities by Unit Price.
 - b. West Storage Bay - no work.
5. HVAC
- a. Truck Garage -
 - 1) Replace existing ceiling hung waste oil heater and ceiling hung gas-fired space heater.
 - b. West Storage Bay - no work.
6. Electrical
- a. Truck Garage -
 - 1) Demo existing conduit and wiring.
 - 2) Replace existing metal halide light fixtures with energy efficient fluorescent light fixtures.
 - 3) Replace all existing emergency and exit lights.
 - 4) Replace all existing receptacles.

- 5) Replace all conduit and wiring for electrical systems including air compressor.
 - 6) *Remove all existing piping, conduit and wiring for electrical and fire alarm systems that received fire damage, which rendered the existing piping, conduit and wiring non-workable or abandoned. Remove any abandoned or not in use sprinkler and water piping.*
- b. West Storage Bay – no work.
- D. The project is publicly bid and Prevailing Wage rates are required (enclosed in the specification).
- E. Sealed bids will be accepted until 1:15PM on July 12, 2007 at the Boone County Purchasing Office, 601 E. Walnut, Room 208, Columbia MO 65201. Bids received after the above specified time for opening will be returned to the sender unopened. Bids will be publicly opened shortly after 1:30PM on July 12, 2007 in the Johnson Building, Conference Room 213, 601 E. Walnut, Columbia MO 65201.
- F. 5% bid bond is required.
- G. Performance and Labor and Material Payment Bonds are required (IF the contractor's bid amount is over \$25,000).
- H. Request for clarifications for inclusion on the final Addendum must be received in writing or by fax no later than Tuesday, July 10, 2007.
- I. No bids shall be withdrawn for a period of 60 days.
- J. Alternates (*Revised*):
1. Additive Alternate No. 1: Truck Garage - Furnish all labor and materials to install bird netting system on underside of roof Z-purlins and on inside of wall girts above the 8' high liner panel to bottom of roof deck.
 2. *Additive Alternate No. 2: West Storage Bay - Furnish all labor and materials to replace existing standing seam roofing and gutters. Install new Berridge 'Zee-Lock' standing seam roofing, ridge and gutters or equal.*
 3. Additive Alternate No. 3: Truck Garage - Furnish all labor and materials to install a new fresh air intake louver in the north wall of the Truck Garage.
 4. Additive Alternate No. 4: Furnish all labor and materials to install concrete floor slab sealer.
 5. Additive Alternate No. 5: Furnish all labor and materials to install snow guards over the Truck Garage and West Storage Bay roof.
 6. *Additive Alternate No. 6: Furnish all labor and materials to replace existing standing seam roofing and gutters over West Storage Bay. Install new Butler MR-24 standing seam roofing, ridge, gutters and downspouts or equal in lieu of Berridge 'Zee-Lock' standing seam roofing system over Truck Garage and West Storage Bay.*
- K. Unit prices (*Revised*):
1. Unit Price No. 1 - Replace existing concrete slab with new 6" concrete slab reinforced with #5 bars at 18" O.C. each way. Dowel into existing slab at min. 24" O.C.
 2. Unit Price No. 2 - Install L&M Construction Materials Joint Tite 750, Tremco THC-900 or equal in existing concrete slab control joints.
 3. Unit Price No. 3 - Install L&M Construction Materials Duracrete or equal floor patching.
- L. Liquidated damages in the amount of One Hundred Dollars per day ARE a part of this contract. (The Pre-Bid Meeting Agenda incorrectly stated that Liquidated Damages were NOT part of the contract).
- M. Time to achieve Substantial Completion shall be seventy five (75) consecutive calendar days. Bidders were asked whether they had any comment if the seventy five day completion time was not feasible. The Owner requires that the project be complete by early November. The successful contractor will be required to submit a Construction Progress Schedule once a contract has been executed. After roofing and wall siding shop drawings have been submitted, an estimated delivery time for long lead time materials will be verified. Should the delivery time exceed the completion time, a time extension will be agreed to. It was mentioned that lead time for order of roofing and siding is approx. 8-12 weeks.

- N. Plans have been submitted to the Boone Co. Public Works for building permit review and approval. Contractors shall include \$0.00 for the cost of the building permit.
- O. Each bidder may obtain individual sets of plans for a non-refundable \$30.00 deposit per each set. DocuCopy, 3334 Brown Station Road, Columbia MO 65202, 573-814-1700, is printing and distributing the contract documents.
1. A list of the planholders may be viewed at DocuCopy's website: http://onlineplanroom.docucopyllc.com/viewImages.asp?job_id=4389.
 2. All bidders are requested to visit DocuCopy's website to obtain a list of current planholders. **Bidders are advised to please NOT call the Architect seeking a planholders list.** Inquiries will be referred to visit the above website or contact DocuCopy to obtain a planholder's list.
- P. A Pre-Construction Meeting will be scheduled with the successful general contractor after a construction contract has been executed.
- Q. The apparent low bidder will submit his list of proposed subcontractors to the Architect within 24 hours of the bid opening.
- R. All items requiring clarification to the contract documents during the bidding phase and as a result of this meeting will be distributed on addenda.
- S. Please note the Sales/Use Tax Exemption, page 15, of the General Project Requirements.
- T. Addendum No. 1 has been issued via the DocuCopy website. The bidding location has changed. Bids will be opened shortly after 1:30pm in the Johnson Building Conference Room 213, 601 E. Walnut St., Columbia MO 65201. Bids are still due by 1:15PM, July 12, 2007 in Room 208, Johnson Building, 601 E. Walnut St., Columbia MO 65201.
- U. Discussion.
1. An inspection by a certified Asbestos contractor/inspector shall be required for DNR requirements. The report, assuming it is negative, shall be filed with DNR and no further DNR permitting shall be required.
 2. The County's No Smoking policy was discussed. Off-premise smoking may occur on the south side of the building, west of the fence.
 3. Separate construction projects that should be nearing their conclusion when this project begins; Salt Barn and new generator for the Maintenance Building.
 4. Addendum No. 2 will specify that the successful contractor shall furnish a Porta-Potty.
 5. Contractor may use temporary power from the Maintenance Building.
 6. It was determined by separate contract that the existing exhaust fan is in operating condition. Contractors shall include new conduit, wiring & connections to the existing exhaust fan.
 7. ACC shall replace the existing smoke alarm system by separate contract.
 8. Contractor's personnel may not use the Maintenance Building Break Room/Lunch Room.
- V. The jobsite was toured afterward.
1. Berridge 'Zee-Lock' standing seam metal roofing will be the base bid. Butler MR-24 standing seam metal roofing will be changed by Addendum to an Additive Alternate.
 2. Cleaning remaining smoke residue from roof and wall insulation shall be done by Serv-Pro and deleted from the Base Bid.
 3. Include a new unit price for caulking existing score marks and/or joints in the concrete slab.
 4. Delete striping for truck parking. Specify by Addendum that a certain lineal feet of striping shall be required in front of the existing electrical panel, recessed door leading to Break Room, and in front of the air compressor.
 5. Clarify by Addendum that painting work shall include existing bollards and any remaining surface mounted conduit and piping.
 6. Contractor shall be required to clean out paint solids, debris, etc. from the trench drain strainer.

BID RESPONSE FORM (Revised July 5, 2007)

TO: COUNTY OF BOONE, MISSOURI
SUBJECT: BID NUMBER: 46-12JUL07
BOONE CO. PUBLIC WORKS SOUTH MAINTENANCE BUILDING
TRUCK GARAGE FIRE RESTORATION
PUBLIC WORKS SOUTH MAINTENANCE FACILITY
5551 S. HIGHWAY 63, COLUMBIA MO 65201

LADIES AND GENTLEMEN:

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and do not include Missouri Sales and Use Tax or any other taxes which might be assessed against or in connection with the work proposed herein.

Base Bid in the Amount of _____ (\$_____).

SECTION I – ADDENDA

- 1. I hereby acknowledge receipt of the following Addenda:

<u>Addendum No.</u>	<u>Dated</u>
<u>Addendum No.</u>	<u>Dated</u>
<u>Addendum No.</u>	<u>Dated</u>

SECTION II – ALTERNATES

Alternates are not listed in order of priority and any individual Alternate may be selected by the Owner.

- 1. Additive Alternate No. 1: Truck Garage - Furnish all labor and materials to install bird netting sytem on underside of roof Z-purlins and on inside of wall girts above the 8' high liner panel to bottom of roof deck.
ADDITIVE ALTERNATE NO. 1 TOTAL +\$ _____
- 2. Additive Alternate No. 2: West Storage Bay - Furnish all labor and materials to replace existing standing seam roofing and gutters. Install new Berridge 'Zee-Lock' standing seam roofing, ridge and gutters or equal.
ADDITIVE ALTERNATE NO. 2 TOTAL +\$ _____
- 3. Additive Alternate No. 3: Truck Garage - Furnish all labor and materials to install a new fresh air intake louver in the north wall of the Truck Garage.
ADDITIVE ALTERNATE NO. 3 TOTAL +\$ _____
- 4. Additive Alternate No. 4: Furnish all labor and materials to install concrete floor slab sealer.
ADDITIVE ALTERNATE NO. 4 TOTAL +\$ _____

5. Additive Alternate No. 5: Furnish all labor and materials to install snow guards over the Truck Garage and West Storage Bay roof.
ADDITIVE ALTERNATE NO. 5 TOTAL +\$ _____

6. Additive Alternate No. 6: Furnish all labor and materials to replace existing standing seam roofing and gutters over West Storage Bay. Install new Butler MR-24 standing seam roofing, ridge, gutters and downspouts or equal in lieu of Berridge 'Zee-Lock' standing seam roofing system over Truck Garage and West Storage Bay.
ADDITIVE ALTERNATE NO. 6 TOTAL +\$ _____

SECTION III – UNIT PRICES

For furnishing all labor, materials and equipment to complete the scope of work as defined herein for

Item	Description	Unit of Measure	Unit Price
1.	Replace existing concrete slab with new 6" conc. slab reinforced with #5 bars at 18" O.C. each way. Dowel into existing slab at min. 24" O.C.	Per Square Foot	\$ _____
2.	Install L&M Construction Materials Joint Tite 750, Tremco THC-900 or equal in existing concrete slab control joints.	Per Lineal Foot	\$ _____
3.	Install L&M Construction Materials Duracrete or equal concrete floor patching.	Per Square Foot	\$ _____

SECTION IV – COMPLETION TIME

I hereby agree to complete the work herein specified within Seventy Five (75) consecutive calendar days commencing on the date of the Contract Award and to allow a deduction of One Hundred dollars (\$100.00) per calendar day from the final payment as liquidated damages for each day that completion is delayed beyond the Seventy Five (75) consecutive calendar days. Time extensions shall be documented by Change Order.

SECTION V – ADDENDA ACKNOWLEDGEMENT

Acknowledgement of Receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration. Bidder hereby acknowledges receipt of addenda, if applicable, by attaching a signed copy of all such addenda.

SECTION VI – RIGHT TO REJECT BIDS

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit and to accept such proposal as it deems to its best interest.

Signature: Firm _____
 By _____
 Title _____
 Address _____

 Phone _____
 Date _____

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 2007

In the County Commission of said county, on the 26th day of July 20 07

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the disposal of surplus items as described in the attached memorandum.

Done this 26th day of July, 2007.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing
Melinda Bobbitt, CPPB
Director of Purchasing



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
RE: Surplus Disposal
DATE: July 26, 2007

The Purchasing Departments requests permission to dispose of shotguns by auction. The shotguns listed as #1 through #3 were previously read in commission for disposal by destruction on commission order 203-2006. We are now requesting to dispose of those by auction rather than destruction.

	Asset #	Description	Make	Model	Condition of Asset	Serial #
--	----------------	--------------------	-------------	--------------	---------------------------	-----------------

Shotguns Requested for Disposal by Auction

1.	3354	Remington	Shotgun	870	Poor	S434138V
2.	3358	Remington	Shotgun	870	Poor	S585133V
3.	3347	Remington	Shotgun	870	Poor	S585157V
4.	3352	Remington	Shotgun	870	Poor	S568307V
5.	3348	Remington	Shotgun	870	Poor	S584965V
6.	3356	Remington	Shotgun	870	Poor	S585135V
7.	3355	Remington	Shotgun	870	Poor	S585306V
8.	3351	Remington	Shotgun	870	Poor	S585318V
9.	5683	Remington	Shotgun	870	Poor	W529308M

cc: Caryn Ginter, Auditor
Captain Braun, Sheriff
Lt. Hoskins
File

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 07/1/07

FIXED ASSET TAG NUMBER: 3354

DESCRIPTION: Remington 870 Shotgun

REQUESTED MEANS OF DISPOSAL: GovDeals

OTHER INFORMATION: Serial Number S434138V

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Retired due to age and wear.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Will remain at Sheriff's Department until sold.

DEPARTMENT: Sheriff

1251

SIGNATURE

 ##

AUDITOR

ORIGINAL PURCHASE DATE 11/22/1983

RECEIPT INTO 1190-3835

ORIGINAL COST 140.00

Taken off inventory - 7/1/2006 CO 203-2006

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED 5/18/06

ASSET GROUP 1604

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER _____

DATE APPROVED _____

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 07/1/07

FIXED ASSET TAG NUMBER: 3358

DESCRIPTION: Remington 870 Shotgun

REQUESTED MEANS OF DISPOSAL: GovDeals

OTHER INFORMATION: Serial Number S585133V

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Retired due to age and wear.

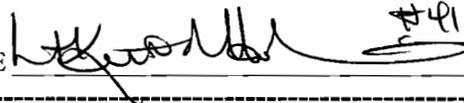
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Will remain at Sheriff's Department until sold.

DEPARTMENT: Sheriff

1251

SIGNATURE

 #41

AUDITOR

ORIGINAL PURCHASE DATE 11/22/1983

RECEIPT INTO 1190-3835

ORIGINAL COST 140.00

Taken off inventory 7/1/2006 - CO 203-2006 5/18/06

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED _____

ASSET GROUP 1604

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER _____

DATE APPROVED _____

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 07/1/07

FIXED ASSET TAG NUMBER: 3347

DESCRIPTION: Remington 870 Shotgun

REQUESTED MEANS OF DISPOSAL: GovDeals

OTHER INFORMATION: Serial Number S585157V

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Retired due to age and wear.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Will remain at Sheriff's Department until sold.

DEPARTMENT: Sheriff

1251

SIGNATURE

AUDITOR

ORIGINAL PURCHASE DATE

11/22/1983

RECEIPT INTO

1190-3835

ORIGINAL COST

140.⁰⁰

Taken off inventory 7/1/2006 - CO 203-2006
5/18/06

ORIGINAL FUNDING SOURCE

~~15~~ 2731

TRANSFER CONFIRMED

ASSET GROUP

1604

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER

DEPARTMENT NAME

NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE

AUCTION

SEALED BIDS

OTHER

EXPLAIN

COMMISSION ORDER NUMBER

DATE APPROVED

SIGNATURE

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 07/1/07

FIXED ASSET TAG NUMBER: 3352

DESCRIPTION: Remington 870 Shotgun

REQUESTED MEANS OF DISPOSAL: GovDeals

OTHER INFORMATION: Serial Number S568307V

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Retired due to age and wear.

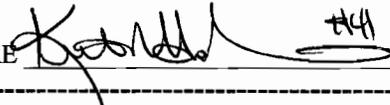
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Will remain at Sheriff's Department until sold.

DEPARTMENT: Sheriff

1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 11/22/1983

RECEIPT INTO 1190-3835

ORIGINAL COST 140.00

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED _____

ASSET GROUP 1604

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS _____

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER _____

DATE APPROVED _____

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 07/1/07

FIXED ASSET TAG NUMBER: 3348

DESCRIPTION: Remington 870 Shotgun

REQUESTED MEANS OF DISPOSAL: GovDeals

OTHER INFORMATION: Serial Number S584965V

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Retired due to age and wear.

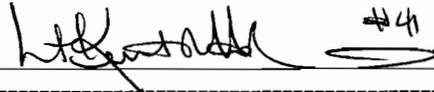
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Will remain at Sheriff's Department until sold.

DEPARTMENT: Sheriff

1251

SIGNATURE

 #41

AUDITOR

ORIGINAL PURCHASE DATE 11/22/1983

RECEIPT INTO 1190-3835

ORIGINAL COST 140.00

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED _____

ASSET GROUP 1604

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER _____

DATE APPROVED _____

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 07/1/07

FIXED ASSET TAG NUMBER: 3356

DESCRIPTION: Remington 870 Shotgun

REQUESTED MEANS OF DISPOSAL: GovDeals

OTHER INFORMATION: Serial Number S585135V

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Retired due to age and wear.

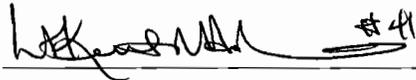
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Will remain at Sheriff's Department until sold.

DEPARTMENT: Sheriff

1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 11/22/1983

RECEIPT INTO 1190-3835

ORIGINAL COST 140.00

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED _____

ASSET GROUP 1604

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER _____

DATE APPROVED _____

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 07/1/07

FIXED ASSET TAG NUMBER: 3355

DESCRIPTION: Remington 870 Shotgun

REQUESTED MEANS OF DISPOSAL: GovDeals

OTHER INFORMATION: Serial Number S585306V

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Retired due to age and wear.

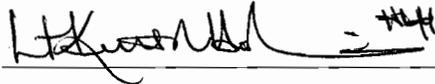
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Will remain at Sheriff's Department until sold.

DEPARTMENT: Sheriff

1251

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 11/22/1983

RECEIPT INTO 1190-3835

ORIGINAL COST 140.00

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED _____

ASSET GROUP 1604

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER _____

DATE APPROVED _____

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 07/1/07

FIXED ASSET TAG NUMBER: 3351

DESCRIPTION: Remington 870 Shotgun

REQUESTED MEANS OF DISPOSAL: GovDeals

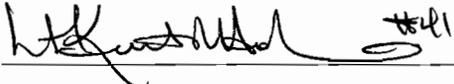
OTHER INFORMATION: Serial Number S585318V

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Retired due to age and wear.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Will remain at Sheriff's Department until sold.

DEPARTMENT: Sheriff 1251 SIGNATURE  #41

AUDITOR

ORIGINAL PURCHASE DATE 11/22/1983 RECEIPT INTO 1190-3835

ORIGINAL COST 140.00

ORIGINAL FUNDING SOURCE 2731

ASSET GROUP 1604

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER _____

DATE APPROVED _____

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 07/1/07

FIXED ASSET TAG NUMBER: 5683

DESCRIPTION: Remington 870 Shotgun

REQUESTED MEANS OF DISPOSAL: GovDeals

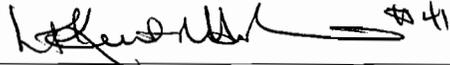
OTHER INFORMATION: Serial Number W529308M

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Retired due to age and wear.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Will remain at Sheriff's Department until sold.

DEPARTMENT: Sheriff 1251 SIGNATURE  \$41

AUDITOR

ORIGINAL PURCHASE DATE 11/17/1987

RECEIPT INTO 1190-3835

ORIGINAL COST 223.03

ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1604

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS _____

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER _____

DATE APPROVED _____

SIGNATURE 

Heather,

The disposal forms with the green post it tabs are the ones that were filled out last year before I took over this job duty. I found that the weapons had not been destroyed as of yet and thought they would be better used to generate income for the county.

I am requesting that the paperwork be redone so that it shows how they were eventually disposed of and that we generated income for the county instead of just destroying them.

Keith Hoskins
228-4056

*Selling on Gov Deals
Melinda*

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 2007

In the County Commission of said county, on the 26th day of July 20 07

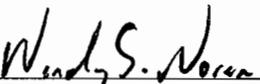
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

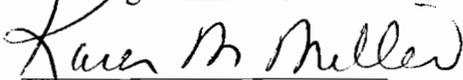
Department	Account	Department Name	Account Name	Decrease	Increase
2045	71100	Public Works-D&C	Outside Services	\$12,003	
2045	10100	Public Works-D&C	Salary & Wages		\$8,725
2045	10200	Public Works-D&C	FICA		\$668
2045	10400	Public Works-D&C	Workers Comp		\$38
2045	91100	Public Works-D&C	Office Furniture		\$2,278
2045	23000	Public Works-D&C	Office Supplies		\$294

Done this 26th day of July, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner