



Request for Bids

Mississippi Valley State University

14000 Hwy 82-W #7244
Itta Bena MS 38941-1400

**THIS IS
NOT AN
ORDER**

Web Address: www.mvsu.edu/purchasing/

Phone No: (662) 254-3319 Fax (662) 254-3314

Bid Title:

Date:

Bid No.

Requester and Requesting Department:

Number of Pages

Change Order:

Term – End of Month

Bids/Proposals – Do not include State or Federal Taxes in your bids/proposals. The University is exempted from these taxes. All order will be placed with successful bidder by Official Purchase Order.

Mississippi Valley State University is considering the purchase of the following item (s). **We ask that you submit your Bids/Proposals in three copies.** Rights are reserved to accept, or reject any and all parts of your bid/proposals. Your bid/proposals will be given consideration if received in this Office on or before the date and time below.

☐ This bid/proposal will be awarded on a line by line basis

☐ This bid/proposal will be awarded on a all or none basis

However, the University reserves the rights to award any and all bids/proposals in the best interest of the University.

Bid/Proposal opening {Date and Time}

Mississippi Valley State University

Carla T. Williams

By: Carla T. Williams, Purchasing Director

Email: ctwilliams@mvsu.edu

NOTE: If you cannot quote on the exact material shown, please indicate any exceptions, giving brand names and complete specifications on any alternate. Mississippi Valley State University reserves the rights to accept any alternate of equal or greater quality or performance. We also reserve the rights to waive any irregularities that may appear in the Bids/Proposals specifications.

ITEM	QUANTITY	DESCRIPTIONS	UNIT PRICE	TOTAL NET PRICE
Please show Bid/Proposals No. on outside of Envelope				

☐ If checked, Mississippi Valley State University reserves the rights for an additional 60 days to purchase and additional 20% of this bid/proposal at the same cost.

We quote you as above F.O.B – Mississippi Valley State University. Shipment can be made within _____ days from receipt of the order.

Terms:

Date:

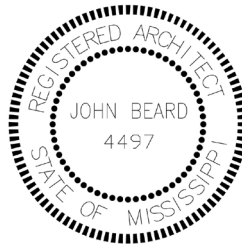
Phone/Fax:

Company Quoting

Official Signature:

PROJECT MANUAL

Basketball Pavilion
Mississippi Valley State University
Itta Bena, Mississippi



ISSUE DATE: AUGUST 19, 2021

BID DOCUMENTS

Beard+Riser
ARCHITECTS PLLC

GREENWOOD

OXFORD

PHONE
662.455.2581

WEBSITE
www.beardriser.com

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS

TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

001113	ADVERTISEMENT FOR BIDS
002113	INSTRUCTIONS TO BIDDERS / A701-2017 INSTRUCTIONS TO BIDDERS
002213	SUPPLEMENTARY INSTRUCTIONS
002600	PROCUREMENT SUBSTITUTION PROCEDURES
004113	BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)
004313	BID SECURITY FORMS
004321	ALLOWANCE FORM
004373	PROPOSED SCHEDULE OF VALUES
006000	PROJECT FORMS
	A201-2017 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
	INSURANCE EXHIBIT TO A201-2017 GENERAL CONDITIONS OF THE
	CONTRACT FOR CONSTRUCTION

DIVISION 01 – GENERAL REQUIREMENTS

011000	SUMMARY
012000	ALLOWANCES
012500	SUBSTITUTION PROCEDURES
012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
013100	PROJECT MANAGEMENT AND COORDINATION
013200	CONSTRUCTION PROGRESS DOCUMENTATION
013300	SUBMITTAL PROCEDURES
014000	QUALITY REQUIREMENTS
014200	REFERENCES
015000	TEMPORARY FACILITIES AND CONTROLS
016000	PRODUCT REQUIREMENTS
017300	EXECUTION
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
017700	CLOSEOUT PROCEDURES
017823	OPERATION AND MAINTENANCE DATA
017389	PROJECT RECORD DOCUMENTS

DIVISION 09 – FINISHES

099600	HIGH PERFORMANCE COATINGS
--------	---------------------------

DIVISION 11 – EQUIPMENT

116623	GYMNASIUM EQUIPMENT
--------	---------------------

DIVISION 13 – SPECIAL CONSTRUCTION

133123	TENSILE MEMBRANE STRUCTURES
--------	-----------------------------

DIVISION 31 – EARTHWORK

313000	EARTHWORK
--------	-----------

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DIVISION 32 – SITE IMPROVEMENTS

321000	SITE CLEARING
321314	POST-TENSION CONCRETE COURT PAVING
321623	CONCRETE SIDEWALK
329219	SEEDING

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DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

- A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.

1. A copy of AIA Document A701, "Instructions to Bidders," is bound in this Project Manual.

END OF DOCUMENT 002113

DRAFT AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

«Basketball Pavilion»

«[Mississippi Valley State University](#)»

« »

THE OWNER:

(Name, legal status, address, and other information)

«[Mississippi Valley State University](#)»« »

«[14000 Highway 82 West](#)»

«[Itta Bena, MS 38941](#)»

« »

THE ARCHITECT:

(Name, legal status, address, and other information)

«[Beard + Riser Architects](#)»«[→ PLLC](#)»

«[P.O. Box 678](#)»

«[Greenwood, MS 38935](#) »

« »

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 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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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 any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

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

§ 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, to which Work may be added or deleted by 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, or that does not change, 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 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 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 observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

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§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper

documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 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.

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

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

« »

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall 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 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 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.

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

§ 3.3.5 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 Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

« »

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 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 Prior to submitting a Bid, each Bidder shall ascertain 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 or identified in the Bidding Documents.

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

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms 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” or as required by the bid form.

§ 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 neither make 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 and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name 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.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

« »

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, 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. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning « » days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

« »

§ 4.3.2 Paper copies of the Bid, the bid security, 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.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

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

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

« »

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, 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 best interests.

§ 5.3.2 Unless otherwise prohibited by law, 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 lowest responsive and responsible 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 and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; 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 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, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for 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.

§ 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 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

« »

§ 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 commence sooner 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.

§ 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 to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

« »

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

« »

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

« »

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013.)

« »

- .5 Drawings

Number

Title

Date

- .6 Specifications

Section

Title

Date

Pages

.7 Addenda:

Number	Date	Pages

.8 Other Exhibits:

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

[☐] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

« »

[☐] The Sustainability Plan:

Title	Date	Pages

[☐] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

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MISSISSIPPI VALLEY STATE UNIVERSITY
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DOCUMENT 002213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

- A. Instructions to Bidders for Project consist of the following:
1. AIA Document A701, "Instructions to Bidders," a copy of which is bound in this Project Manual.
 2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

- A. The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

1.3 ARTICLE 2 - BIDDER'S REPRESENTATIONS

- A. Add Section 2.1.3.1:
1. 2.1.3.1 - The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.
- B. Add Section 2.1.5:
1. 2.1.5 - The Bidder is a properly licensed Contractor according to the laws and regulations of State of Mississippi and meets qualifications indicated in the Procurement and Contracting Documents.
- C. Add Section 2.1.6:
1. 2.1.6 - The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

1.4 ARTICLE 3 - BIDDING DOCUMENTS

- A. 3.2 - Interpretation or Correction of Procurement and Contracting Documents:
1. Add Section 3.2.2.1:
 - a. 3.2.2.1 - Submit Bidder's Requests for Interpretation using form acceptable to Architect.

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B. 3.4 - Addenda:

1. Delete Section 3.4.3 and replace with the following:
 - a. 3.4.3 - Addenda may be issued at any time prior to the receipt of bids.
2. Add Section 3.4.4.1:
 - a. 3.4.4.1 - Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:
 - 1) 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
 - 2) 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

1.5 ARTICLE 4 - BIDDING PROCEDURES

A. 4.1 - Preparation of Bids:

1. Add Section 4.1.1.1:
 - a. 4.1.1.1 - Printable electronic Bid Forms and related documents are available from Architect.
2. Add Section 4.1.8:
 - a. 4.1.8 - The Bid shall include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.
3. Add Section 4.1.9:
 - a. 4.1.9 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.
4. Add Section 4.1.10:
 - a. 4.1.10 - Bids shall include sales and use taxes. Contractors shall show separately with each monthly payment application the sales and use taxes paid by them and their subcontractors in the form indicated. Reimbursement of sales and use taxes, if any, shall be applied for by Owner for the sole benefit of Owner.

B. 4.3 - Submission of Bids:

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS

1. Add Section 4.3.1.2:

- a. 4.3.1.2 - Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope or in electronic bid.

C. 4.4 - Modification or Withdrawal of Bids:

1. Add the following sections to 4.4.2:

- a. 4.4.2.1 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.
- b. 4.4.2.2 - Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

D. 4.5 - Break-Out Pricing Bid Supplement:

1. Add Section 4.5:

- a. 4.5 - Provide detailed cost breakdowns no later than two business days following Architect's request.

E. 4.6 - Subcontractors, Suppliers, and Manufacturers List Bid Supplement:

1. Add Section 4.6:

- a. 4.6 - Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than two business days following Architect's request. Include those subcontractors, suppliers, and manufacturers providing work totaling three percent or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Architect.

1.6 ARTICLE 5 - CONSIDERATION OF BIDS

A. 5.2 - Rejection of Bids:

1. Add Section 5.2.1:

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MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS

- a. 5.2.1 - Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

1.7 ARTICLE 6 - POSTBID INFORMATION

A. 6.1 - Contractor's Qualification Statement:

1. Add Section 6.1.1:

- a. 6.1.1 - Submit Contractor's Qualification Statement no later than two business days following Architect's request.

B. 6.3 - Submittals:

1. Add Section 6.3.1.4:

- a. 6.3.1.4 - Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than two business days following Architect's request.

1.8 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

A. 7.1 - Bond Requirements:

1. Add Section 7.1.1.1:

- a. 7.1.1.1 - Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

B. 7.2 - Time of Delivery and Form of Bonds:

1. Delete the first sentence of Section 7.2.1 and insert the following:

- a. The Bidder shall deliver the required bonds to Owner no later than 10 days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.

2. Delete Section 7.2.3 and insert the following:

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS

- a. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

1.9 ARTICLE 8 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. A101-2017 Owner-Contractor Agreement for Stipulated Sum.

1.10 ARTICLE 9 - EXECUTION OF THE CONTRACT

- A. Add Article 9:

- 1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Architect, in such number of counterparts as Owner may require.
- 2. 9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
- 3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement or the date that the Bidder is obligated to deliver the executed Agreement and required bonds to Owner.
- 4. 9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

END OF DOCUMENT 002213

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DOCUMENT 002600 - PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
- B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.3 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
 - 1. Extensive revisions to the Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
 - 3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing by prime contract Bidder only in compliance with the following requirements:
 - 1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening.

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS

2. Submittal Format: Submit one copies of each written Procurement Substitution Request, digitally in PDF format.
 - a. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
 - b. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's Action:

1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

- C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 002600

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DOCUMENT 003132 - GEOTECHNICAL DATA

1.1 GEOTECHNICAL DATA

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information. This Document and its attachments are not part of the Contract Documents.
- B. Because subsurface conditions indicated by the soil borings are a sampling in relation to the entire construction area, and for other reasons, the Owner, the Architect, the Architect's consultants, and the firm reporting the subsurface conditions do not warranty the conditions below the depths of the borings or that the strata logged from the borings are necessarily typical of the entire site. Any party using the information described in the soil borings and geotechnical report shall accept full responsibility for its use.
- C. A geotechnical investigation report for Project, prepared by Pritchard Engineering, dated **<Insert date of report>**, is available for viewing as appended to this Document.
 - 1. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from the data.
 - 2. Any party using information described in the geotechnical report shall make additional test borings and conduct other exploratory operations that may be required to determine the character of subsurface materials that may be encountered.
- D. Related Requirements:
 - 1. Document 002113 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.

END OF DOCUMENT 003132

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MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS

SECTION 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Basketball Pavilion
- C. Project Location: Itta Bena, Mississippi.
- D. Owner: Mississippi Valley State University.
- E. Architect: Beard + Riser Architects PLLC.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Beard + Riser Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. _____ Dollars (\$_____).

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
 - 1. _____ Dollars (\$_____).
- B. In the event Owner does not offer Notice of Award within time limits stated above, Owner will return to undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 150 calendar days.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____.

1.6 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Mississippi, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 SUBMISSION OF BID

- A. Respectfully submitted this ____ day of _____, 2019.
- B. Submitted By: _____ (Name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).
- F. Witnessed By: _____ (Handwritten signature).
- G. Attest: _____ (Handwritten signature).
- H. By: _____ (Type or print name).
- I. Title: _____ (Corporate Secretary or Assistant Secretary).
- J. Street Address: _____.
- K. City, State, Zip: _____.
- L. Phone: _____.
- M. License No.: _____.
- N. Federal ID No.: _____ (Affix Corporate Seal Here).

END OF DOCUMENT 004113

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SECTION 004313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

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

1.2 BID BOND FORM

- A. AIA Document A310-2010 "Bid Bond" is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; <https://www.aiacontracts.org/>; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 004313

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SECTION 004321 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Basketball Pavilion.
- C. Project Location: 14000 Highway 82 West – Itta Bena, MS.
- D. Owner: Mississippi Valley State University.
- E. Architect: Beard + Riser Architects PLLC.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this ____ day of _____, 2019.
- B. Submitted By: _____ (Insert name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
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SECTION 004373 - PROPOSED SCHEDULE OF VALUES FORM

1.1 PROPOSED SCHEDULE OF VALUES FORM

- A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.
- B. Proposed Schedule of Values must be provided to Architect upon request within two (2) days of bid opening.
- C. Arrange schedule of values using AIA Document G703-1992.
 - 1. Copies of AIA standard forms may be obtained from the American Institute of Architects; <https://www.aiacontracts.org/library>; (800) 942-7732.

END OF DOCUMENT 004373

DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«Basketball Pavilion»

«[Mississippi Valley State University](#)»

THE OWNER:

(Name, legal status and address)

«[Mississippi Valley State University](#)» « »

«[14000 Highway 82 West](#)

[Itta Bena, MS 38941](#)»

THE ARCHITECT:

(Name, legal status and address)

«[Beard + Riser Architects](#)» «[PLLC](#) »

«[P.O. Box 678](#)

[Greenwood, MS 38935](#) »

TABLE OF ARTICLES

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

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INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

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

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, **15.2**

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, **15.1.5**

Additional Inspections and Testing

9.4.2, 9.8.3, **12.2.1**, **13.4**

Additional Time, Claims for

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

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

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

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, **13.4.1**

Arbitration

8.3.1, **15.3.2**, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, **12.1**, **12.2.1**, **13.4.1**, **13.4.2**, **14.2.2**, **14.2.4**, **15.1.4**, **15.2.1**

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, **15.1.4**, **15.2**

Architect's Additional Services and Expenses

2.5, **12.2.1**, **13.4.2**, **13.4.3**, **14.2.4**

Architect's Administration of the Contract

3.1.3, 3.7.4, **15.2**, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, **12.1.2**, **12.2.1**

Architect's Copyright

1.1.7, **1.5**

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, **13.4.2**, **15.2**

Architect's Inspections

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

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, **13.4.2**

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, **1.5**, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, **12**, **13.3.2**, **13.4**, **15.2**

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, **11.3**

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, **13.4**

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, **10.3.3**

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

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

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

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

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, **14.2.4**, **15.1.4**

Certificates of Inspection, Testing or Approval

13.4.4

Certificates of Insurance

9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

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

Claims, Definition of

15.1.1

Claims, Notice of

1.6.2, 15.1.3

CLAIMS AND DISPUTES

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

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

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

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,

11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration

15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,

6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,

9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,

9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1,

13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8,

15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,

15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**,

9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

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

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,

7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,

8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,

14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,

10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

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

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7,
9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2,
7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3,
11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the
Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction
Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3,
15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2,
12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate
Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance,
Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**,
10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, 10.3

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

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

Information and Services Required of the Owner

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

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

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

Initial Decision Maker, Extent of Authority

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

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

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

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Liens

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

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

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

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, 10.3

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

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

Mediation

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

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

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

Notice

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

Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3

Notice of Claims

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

Notice of Testing and Inspections
13.4.1, 13.4.2

Observations, Contractor's
3.2, 3.7.4

Occupancy
2.3.1, 9.6.6, 9.8

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

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4

Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2,
10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,
15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work
2.5, 14.2.2

Owner's Right to Clean Up
6.3

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

6.1

Owner's Right to Stop the Work
2.4

Owner's Right to Suspend the Work
14.3

Owner's Right to Terminate the Contract
14.2, 14.4

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

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

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

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

Payment, Certificates for

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

Payment, Failure of

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

Payment, Final

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

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

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

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

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

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, **11.2**

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
**Review of Contract Documents and Field
Conditions by Contractor**
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples
by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,
15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
9.10.5, 14.2.1

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

Surety, Consent of
9.8.5, 9.10.2, 9.10.3

Surveys
1.1.7, 2.3.4

Suspension by the Owner for Convenience 14.3

Suspension of the Work
3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.4.4

**Termination by the Contractor
14.1, 15.1.7**

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

**Termination by the Owner for Convenience
14.4**

Termination of the Architect
2.3.3

Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT 14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,
9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,
15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work
9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK 12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3

Unit Prices
7.3.3.2, 9.1.2

Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect
13.3.2

Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages
14.2.4, 15.1.7

Waiver of Liens
9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2

Weather Delays
8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent

acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise

such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to

provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for

correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

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INSURANCE EXHIBIT TO A201-2017 GENERAL CONDITIONS OF THE CONTRACT

Article 11: INSURANCE AND BONDS

A. Add the following Clause

1. The insurance required by Subparagraph 11.1 shall be written for not less than the following, or greater, if required by law:
 - a. Contractor's Liability Insurance
2. Concerning the insurance described in Paragraph 11.1 of AIA Document A2.01, specify the following minimum limits:
 - a. Worker's Compensation:
 - 1) State: Statutory
 - 2) Employer Liability: \$100,000
 - 3) Comprehensive General Liability (Including Premises-Operations Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
 - a) Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate, Products and Completed Operations
 - b. Property Damage:
 - 1) \$1,000,000 Each Occurrence
 - 2) \$1,000,000 Aggregate
 - c. Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period.
 - d. Property Damage Liability Insurance shall include coverage for the following hazards:
 - 1) X (Explosion)
 - 2) C (Collapse)
 - 3) U (Underground)
 - e. Contractual Liability (Hold Harmless Coverage):
 - 1) Bodily Injury
 - \$500,000 Each Occurrence
 - 2) Property Damage:
 - \$500,000 Each Occurrence
 - \$500,000 Aggregate
 - f. Personal Injury, with Employment Exclusion deleted:
 - \$500,000 Aggregate
 - g. Comprehensive Automobile Liability (owned, non-owned, hired):

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- 1) Bodily Injury:
 - \$250,000 Each Person
 - \$500,000 Each Accident
- 2) Property Damage:
 - \$250,000 Each Occurrence

h. Property Insurance

The Contractor shall purchase the following:

- 1) All Risk Insurance policy on all construction for the value of the buildings or the value of this project, whichever is greater. **Owner shall be named as co-insured on this policy.** The Contractor shall purchase insurance coverage against theft to cover all materials and equipment stored on-site which has not been incorporated into the work.

B. Add the following Clause:

1. The Contractor shall furnish one (1) copy each of Certificates of Insurance herein for each copy of the Agreement which shall specifically set forth evidence of all coverage required by Subparagraphs 11.1. The form shall be AIA Document G705, Certificate of Insurance. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

ARTICLE 11 - INSURANCE AND BONDS

A. Add the following clause:

1. The Owner shall require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder, to include:
 - a. Payment Bond: in the amount of 100% of Contract Price
 - b. Performance Bond: in the amount of 100% of Contract Price

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work performed by Owner.
5. Multiple Work Packages.
6. Work under Owner's separate contracts.
7. Future work not part of this Project.
8. Owner's product purchase contracts.
9. Owner-furnished/Contractor-installed (OFCI) products.
10. Contractor's use of site and premises.
11. Coordination with occupants.
12. Work restrictions.
13. Specification and Drawing conventions.
14. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Section 017300 "Execution" for coordination of Owner-installed products.

1.3 DEFINITIONS

- A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

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1. Project consists of **construction of a tensile fabric structure and basketball pavilion with associated site work, including lighting, furnishings and equipment** and other Work indicated in the Contract Documents.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:

1. Provide to Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
2. Provide for delivery of Owner-furnished products to Project site.
3. Upon delivery, inspect, with Contractor present, delivered items.
 - a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
4. Obtain manufacturer's inspections, service, and warranties.
5. Inform Contractor of earliest available delivery date for Owner-furnished products.

B. Contractor's Responsibilities: The Work includes the following, as applicable:

1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
3. Receive, unload, handle, store, protect, and install Owner-furnished products.
4. Make building services connections for Owner-furnished products.
5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
6. Repair or replace Owner-furnished products damaged following receipt.

C. Owner-Furnished/Contractor-Installed (OFCI) Products:

1. **<Insert description, in separate subparagraphs, for each Owner-furnished/Contractor-installed product>.**

1.6 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy Project site and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used

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MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

facilities without written permission from Owner and approval of authorities having jurisdiction.

2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to between 6 a.m. to 6 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:
 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Smoking and Controlled Substance Restrictions: Use of tobacco products , alcoholic beverages, and other controlled substances on Owner's property is not permitted.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

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MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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MISSISSIPPI VALLEY STATE UNIVERSITY
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SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
- C. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Section 014000 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

1.3 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

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MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

1.5 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1.8 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

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MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

1.9 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
 - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

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MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Lump-Sum Allowance: Include the sum of \$20,000 for Site Furnishings as selected by Owner, to be installed where indicated on Drawings, to include modular bench system, bicycle racks, waste receptacles and sports benches.
 - 1. This allowance includes material, receiving, handling, and installation costs, and Contractor overhead and profit.
- B. Allowance No. 2: Lump-Sum Allowance: Include the sum of \$5,000 for Sod, to be installed where indicated on Drawings.
 - 1. This allowance includes material, receiving, handling, and installation costs, and Contractor overhead and profit.

END OF SECTION 012100

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MISSISSIPPI VALLEY STATE UNIVERSITY
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SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Document 002600 "Procurement Substitution Procedures" for requirements for substitution requests prior to award of Contract.
 - 2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form acceptable to Architect.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.

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MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

- b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

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1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

- 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

- 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.

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MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

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MISSISSIPPI VALLEY STATE UNIVERSITY
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SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
 - 2. Section 013100 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect] may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

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1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

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SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Document 004373 "Proposed Schedule of Values Form" for requirements for furnishing proposed schedule of values with bid.
 - 2. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
 - 4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Owner's name.
 - c. Owner's Project number.
 - d. Name of Architect.
 - e. Architect's Project number.
 - f. Contractor's name and address.
 - g. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
7. Purchase Contracts: Provide a separate line item in the schedule of values for each Purchase contract. Show line-item value of Purchase contract. Indicate Owner payments or deposits, if any, and balance to be paid by Contractor.
8. Overhead Costs, Proportional Distribution: Include total cost and proportionate share of general overhead and profit for each line item.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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9. Overhead Costs, Separate Line Items: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
10. Temporary Facilities: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
11. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
12. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the 20th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit one signed and notarized original copies of each Application for Payment to Architect by digital PDF in email within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 5. Products list (preliminary if not final).
 6. Sustainable design action plans, including preliminary project materials cost data.
 7. Schedule of unit prices.
 8. Submittal schedule (preliminary if not final).
 9. List of Contractor's staff assignments.
 10. List of Contractor's principal consultants.
 11. Copies of building permits.

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12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 13. Initial progress report.
 14. Report of preconstruction conference.
 15. Certificates of insurance and insurance policies.
 16. Performance and payment bonds.
 17. Data needed to acquire Owner's insurance.
- J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 017700 "Closeout Procedures."
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Certification of completion of final punch list items.
 3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 4. Updated final statement, accounting for final changes to the Contract Sum.
 5. AIA Document G706.
 6. AIA Document G706A.
 7. AIA Document G707.
 8. Evidence that claims have been settled.
 9. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 10. Final liquidated damages settlement statement.
 11. Proof that taxes, fees, and similar obligations are paid.
 12. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. RFIs.
 - 3. Digital project management procedures.
 - 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.
 - 4. Section 019113 "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

1.3 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

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1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

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B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Owner name.
3. Owner's Project number.
4. Name of Architect.
5. Architect's Project number.
6. Date.
7. Name of Contractor.
8. RFI number, numbered sequentially.
9. RFI subject.
10. Specification Section number and title and related paragraphs, as appropriate.
11. Drawing number and detail references, as appropriate.
12. Field dimensions and conditions, as appropriate.
13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
14. Contractor's signature.
15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: AIA Document G716.

1. Attachments shall be electronic files in PDF format.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

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- a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly.
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number, including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
 - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 - 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
 - 1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Critical work sequencing and long lead items.

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- d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Preparation of Record Documents.
 - m. Use of the premises.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. First aid.
 - y. Security.
 - z. Progress cleaning.
3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at monthly intervals.
- 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. Attendees: In addition to representatives of Owner[, **Owner's Commissioning Authority**] [, **Construction Manager**,] and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:

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MISSISSIPPI VALLEY STATE UNIVERSITY
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- 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Status of sustainable design documentation.
 - 6) Deliveries.
 - 7) Off-site fabrication.
 - 8) Access.
 - 9) Site use.
 - 10) Temporary facilities and controls.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Status of RFIs.
 - 16) Status of Proposal Requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- D. Coordination Meetings: **[Conduct] [Construction Manager will conduct] [Project Coordinator will conduct]** Project coordination meetings at **[weekly] [biweekly] [monthly] [regular] <Insert appropriate interval>** intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner[, **Owner's Commissioning Authority**] [, **Construction Manager,**] and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions

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MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

are required to ensure that current and subsequent activities will be completed within the Contract Time.

- b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site use.
 - 9) Temporary facilities and controls.
 - 10) Work hours.
 - 11) Hazards and risks.
 - 12) Progress cleaning.
 - 13) Quality and work standards.
 - 14) Status of RFIs.
 - 15) Proposal Requests.
 - 16) Change Orders.
 - 17) Pending changes.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Startup construction schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Construction schedule updating reports.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Site condition reports.
 - 7. Unusual event reports.
- B. Related Requirements:
 - 1. Section 014000 "Quality Requirements" for schedule of tests and inspections.
 - 2. Section 012900 "Payment Procedures" for schedule of values and requirements for use of cost-loaded schedule for Applications for Payment.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.

1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.

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1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- C. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
 5. Pending modifications affecting the Work and the Contract Time.
- D. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities.
 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Final Completion percentage for each activity.
- E. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- F. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

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1.6 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 7. Testing and inspection.
 8. Accidents.
 9. Meetings and significant decisions.
 10. Unusual events.
 11. Stoppages, delays, shortages, and losses.
 12. Meter readings and similar recordings.
 13. Emergency procedures.
 14. Orders and requests of authorities having jurisdiction.
 15. Change Orders received and implemented.
 16. Construction Change Directives received and implemented.
 17. Services connected and disconnected.
 18. Equipment or system tests and startups.
 19. Partial completions and occupancies.
 20. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
1. Material stored prior to previous report and remaining in storage.
 2. Material stored prior to previous report and since removed from storage and installed.
 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- D. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
1. Submit unusual event reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Submittal schedule requirements.
- 2. Administrative and procedural requirements for submittals.

B. Related Requirements:

- 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
- 2. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
- 3. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
- 4. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
- 5. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
- 6. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
- 7. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
- 8. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

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1.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled date of fabrication.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.5 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
1. Project name.
 2. Date.
 3. Name of Architect.
 4. Name of Construction Manager.
 5. Name of Contractor.
 6. Name of firm or entity that prepared submittal.
 7. Names of subcontractor, manufacturer, and supplier.
 8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
 9. Category and type of submittal.
 10. Submittal purpose and description.

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11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
12. Drawing number and detail references, as appropriate.
13. Indication of full or partial submittal.
14. Location(s) where product is to be installed, as appropriate.
15. Other necessary identification.
16. Remarks.
17. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.6 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
 - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.7 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.

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- d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
 - a. One electronic PDF copy of each submittal. Architect will return one annotated copy.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
- 1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

- f. Specification paragraph number and generic name of each item.
- 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 - 2. Manufacturer and product name, and model number if applicable.
 - 3. Number and name of room or space.
 - 4. Location within room or space.
- E. Certificates:
 - 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 - 2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 - 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 - 4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
 - 5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
 - 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

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MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

F. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
 - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

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MISSISSIPPI VALLEY STATE UNIVERSITY
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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1.3 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Mockups: Full-size physical assemblies that are constructed either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 1. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as indicated in-place portions of permanent construction, consisting of multiple products,

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MISSISSIPPI VALLEY STATE UNIVERSITY
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assemblies, and subassemblies, with cutaways enabling inspection of concealed portions of the Work.

2. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" shall have the same meaning as the term "testing agency."
- G. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- H. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 1. Date of issue.
 2. Project title and number.
 3. Name, address, telephone number, and email address of testing agency.
 4. Dates and locations of samples and tests or inspections.

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MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement of whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.

1.6 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged in the activities indicated.

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
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1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- F. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups of size indicated.
 2. Build mockups in location indicated or, if not indicated, as directed by Architect.
 3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
 5. Demonstrate the proposed range of aesthetic effects and workmanship.
 6. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.
 7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
 8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 10. Demolish and remove mockups when directed unless otherwise indicated.

1.7 QUALITY CONTROL

- A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Engage a qualified testing agency to perform quality-control services.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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- B. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- C. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform duties of Contractor.
- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- E. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- F. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspection equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.
1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
 2. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and authorities' having jurisdiction reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
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SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. AABC - Associated Air Balance Council; www.aabc.com.
 - 2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
 - 3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
 - 4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
 - 5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
 - 6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
 - 7. ABMA - American Boiler Manufacturers Association; www.abma.com.
 - 8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
 - 9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
 - 10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
 - 11. AF&PA - American Forest & Paper Association; www.afandpa.org.
 - 12. AGA - American Gas Association; www.aga.org.
 - 13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
 - 14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
 - 15. AI - Asphalt Institute; www.asphaltinstitute.org.
 - 16. AIA - American Institute of Architects (The); www.aia.org.
 - 17. AISC - American Institute of Steel Construction; www.aisc.org.
 - 18. AISI - American Iron and Steel Institute; www.steel.org.
 - 19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
 - 20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
 - 21. ANSI - American National Standards Institute; www.ansi.org.
 - 22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
 - 23. APA - APA - The Engineered Wood Association; www.apawood.org.
 - 24. APA - Architectural Precast Association; www.archprecast.org.
 - 25. API - American Petroleum Institute; www.api.org.
 - 26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.
34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AWEA - American Wind Energy Association; www.awea.org.
38. AWI - Architectural Woodwork Institute; www.awinet.org.
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
40. AWWA - American Water Works Association; www.awwa.org.
41. AWS - American Welding Society; www.aws.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CE - Conformite Europeenne; <http://ec.europa.eu/growth/single-market/ce-marking/>.
51. CEA - Canadian Electricity Association; www.electricity.ca.
52. CEA - Consumer Electronics Association; www.ce.org.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.pbmdf.com.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csagroup.com.
65. CSA - CSA International; www.csa-international.org.
66. CSI - Construction Specifications Institute (The); www.csinet.org.
67. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

71. DHI - Door and Hardware Institute; www.dhi.org.
72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. ECIA - Electronic Components Industry Association; www.eciaonline.org.
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; www.eima.com.
77. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
78. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); www.intertek.com.
81. EVO - Efficiency Valuation Organization; www.evo-world.org.
82. FCI - Fluid Controls Institute; www.fluidcontrolsintstitute.org.
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
85. FM Approvals - FM Approvals LLC; www.fmglobal.com.
86. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridarroof.com.
88. FSA - Fluid Sealing Association; www.fluidsealing.com.
89. FSC - Forest Stewardship Council U.S.; www.fscus.org.
90. GA - Gypsum Association; www.gypsum.org.
91. GANA - Glass Association of North America; www.glasswebsite.com.
92. GS - Green Seal; www.greenseal.org.
93. HI - Hydraulic Institute; www.pumps.org.
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
97. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
98. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
99. IAS - International Accreditation Service; www.iasonline.org.
100. ICBO - International Conference of Building Officials; (See ICC).
101. ICC - International Code Council; www.iccsafe.org.
102. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
103. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
104. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
105. IEC - International Electrotechnical Commission; www.iec.ch.
106. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
107. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
108. IESNA - Illuminating Engineering Society of North America; (See IES).
109. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
110. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
111. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
112. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
113. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

114. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
115. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
116. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
117. ISO - International Organization for Standardization; www.iso.org.
118. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
119. ITU - International Telecommunication Union; www.itu.int/home.
120. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
121. LMA - Laminating Materials Association; (See CPA).
122. LPI - Lightning Protection Institute; www.lightning.org.
123. MBMA - Metal Building Manufacturers Association; www.mbma.com.
124. MCA - Metal Construction Association; www.metalconstruction.org.
125. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
126. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
127. MHIA - Material Handling Industry of America; www.mhia.org.
128. MIA - Marble Institute of America; www.marble-institute.com.
129. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
130. MPI - Master Painters Institute; www.paintinfo.com.
131. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
132. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
133. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
134. NADCA - National Air Duct Cleaners Association; www.nadca.com.
135. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
136. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
137. NBI - New Buildings Institute; www.newbuildings.org.
138. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
139. NCMA - National Concrete Masonry Association; www.ncma.org.
140. NEBB - National Environmental Balancing Bureau; www.nebb.org.
141. NECA - National Electrical Contractors Association; www.necanet.org.
142. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
143. NEMA - National Electrical Manufacturers Association; www.nema.org.
144. NETA - InterNational Electrical Testing Association; www.netaworld.org.
145. NFHS - National Federation of State High School Associations; www.nfhs.org.
146. NFPA - National Fire Protection Association; www.nfpa.org.
147. NFPA - NFPA International; (See NFPA).
148. NFRC - National Fenestration Rating Council; www.nfrc.org.
149. NHLA - National Hardwood Lumber Association; www.nhla.com.
150. NLGA - National Lumber Grades Authority; www.nlga.org.
151. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
152. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
153. NRCA - National Roofing Contractors Association; www.nrca.net.
154. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
155. NSF - NSF International; www.nsf.org.
156. NSPE - National Society of Professional Engineers; www.nspe.org.
157. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
158. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

159. NWFA - National Wood Flooring Association; www.nwfa.org.
160. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
161. PDI - Plumbing & Drainage Institute; www.pdionline.org.
162. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
163. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
164. RFCI - Resilient Floor Covering Institute; www.rfci.com.
165. RIS - Redwood Inspection Service; www.redwoodinspection.com.
166. SAE - SAE International; www.sae.org.
167. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
168. SDI - Steel Deck Institute; www.sdi.org.
169. SDI - Steel Door Institute; www.steeldoor.org.
170. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
171. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
172. SIA - Security Industry Association; www.siaonline.org.
173. SJI - Steel Joist Institute; www.steeljoist.org.
174. SMA - Screen Manufacturers Association; www.smainfo.org.
175. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
176. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
177. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
178. SPIB - Southern Pine Inspection Bureau; www.spib.org.
179. SPRI - Single Ply Roofing Industry; www.spri.org.
180. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
181. SSINA - Specialty Steel Industry of North America; www.ssina.com.
182. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
183. STI - Steel Tank Institute; www.steeltank.com.
184. SWI - Steel Window Institute; www.steelwindows.com.
185. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
186. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
187. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
188. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
189. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
190. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
191. TMS - The Masonry Society; www.masonrysociety.org.
192. TPI - Truss Plate Institute; www.tpinst.org.
193. TPI - Turfgrass Producers International; www.turfgrasssod.org.
194. TRI - Tile Roofing Institute; www.tilerroofing.org.
195. UL - Underwriters Laboratories Inc.; www.ul.com.
196. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
197. USAV - USA Volleyball; www.usavolleyball.org.
198. USGBC - U.S. Green Building Council; www.usgbc.org.
199. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
200. WA - Wallcoverings Association; www.wallcoverings.org.
201. WASTEC - Waste Equipment Technology Association; www.wastec.org.
202. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

- 203. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
- 204. WDMA - Window & Door Manufacturers Association; www.wdma.com.
- 205. WI - Woodwork Institute; www.wicnet.org.
- 206. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
- 207. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

- 1. DIN - Deutsches Institut für Normung e.V.; www.din.de.
- 2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
- 3. ICC - International Code Council; www.iccsafe.org.
- 4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

- 1. COE - Army Corps of Engineers; www.usace.army.mil.
- 2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
- 3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
- 4. DOD - Department of Defense; www.quicksearch.dla.mil.
- 5. DOE - Department of Energy; www.energy.gov.
- 6. EPA - Environmental Protection Agency; www.epa.gov.
- 7. FAA - Federal Aviation Administration; www.faa.gov.
- 8. FG - Federal Government Publications; www.gpo.gov/fdsys.
- 9. GSA - General Services Administration; www.gsa.gov.
- 10. HUD - Department of Housing and Urban Development; www.hud.gov.
- 11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
- 12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
- 13. SD - Department of State; www.state.gov.
- 14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
- 15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
- 16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
- 17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
- 18. USP - U.S. Pharmacopeial Convention; www.usp.org.
- 19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
 2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
 3. DSCC - Defense Supply Center Columbus; (See FS).
 4. FED-STD - Federal Standard; (See FS).
 5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
 6. MILSPEC - Military Specification and Standards; (See DOD).
 7. USAB - United States Access Board; www.access-board.gov.
 8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
 2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
 3. CDHS; California Department of Health Services; (See CDPH).
 4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
 5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
 6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
 7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservation.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- D. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence, in color selected by Architect from manufacturer's standard colors.

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets for use of construction personnel.
- D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
- E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- D. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

3.5 MOISTURE AND MOLD CONTROL

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF SECTION 015000

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for requests for substitutions.
 - 2. Section 014200 "References" for applicable industry standards for products specified.
 - 3. Section 01770 "Closeout Procedures" for submitting warranties.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
 - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
 - 4. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

product also establish salient characteristics of products for purposes of evaluating comparable products.

- B. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- C. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
 - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
 - 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- D. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Resolution of Compatibility Disputes between Multiple Contractors:
 - a. Contractors are responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - b. If a dispute arises between the multiple contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
- B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
 - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
 - a. Name of product and manufacturer.
 - b. Model and serial number.

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

- c. Capacity.
 - d. Speed.
 - e. Ratings.
3. See individual identification Sections in Divisions 21, 22, 23, and 26 for additional equipment identification requirements.

1.5 COORDINATION

- A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

- 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
- 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- 4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.

C. Storage:

- 1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
- 2. Store products to allow for inspection and measurement of quantity or counting of units.
- 3. Store materials in a manner that will not endanger Project structure.
- 4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
- 5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 7. Protect stored products from damage and liquids from freezing.
- 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 - 6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

- a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by the Architect, whose determination is final.
- B. Product Selection Procedures:
1. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
 2. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those of the named product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."

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MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by the Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures" for submitting surveys.
 - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting

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and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
- B. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

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MISSISSIPPI VALLEY STATE UNIVERSITY
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1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
 2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.

3.4 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb, and make horizontal work level.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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- F. Tools and Equipment: Select tools or equipment that minimizes production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.
- J. Repair or remove and replace damaged, defective, or nonconforming Work.

3.5 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
- B. Temporary Support: Provide temporary support of Work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
- E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

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- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- D. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

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SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.

1.6 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
 - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 DISPOSAL OF WASTE

- A. General: Remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
- B. Burning: Do not burn waste materials.

END OF SECTION 017419

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
 - 2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 3. Complete final cleaning requirements.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

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1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Clean exposed exterior finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
- f. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

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SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes procedural requirements for preparing maintenance manuals.

1.3 CLOSEOUT SUBMITTALS

- A. Submit maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections. Submit reviewed manual content formatted and organized as required by this Section.
- B. Format: Submit maintenance manuals in the following format:
 - 1. Submit on digital media acceptable to Architect. Enable comments on draft submittals.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.4 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of documents is required, configure scanned file for minimum readable file size.
 - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Configure electronic manual to display bookmark panel on opening file.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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1.5 REQUIREMENTS FOR MAINTENANCE MANUALS

- A. Organization of Manuals: Each manual shall contain the following materials, in the order listed:
1. Title page.
 2. Table of contents.
 3. Manual contents.

1.6 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

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SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for final property survey.
 - 2. Section 017700 "Closeout Procedures" for general closeout procedures.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
 - 1) Submit PDF electronic files of scanned Record Prints and set(s) of file prints.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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- E. Reports: Submit written report indicating items incorporated into Project Record Documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.4 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Changes made by Change Order or Construction Change Directive.
 - d. Changes made following Architect's written orders.
 - e. Details not on the original Contract Drawings.
 - f. Field records for variable and concealed conditions.
 - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - 4. Mark record prints with erasable, red-colored pencil. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 5. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Format: Annotated PDF electronic file.

1.5 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
 - 1. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 2. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 3. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 - 4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

- B. Format: Submit record specifications as annotated PDF electronic file.

1.6 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 2. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- C. Format: Submit Record Product Data as annotated PDF electronic file.
 - 1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.7 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.
 - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.8 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

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SECTION 099600 - HIGH-PERFORMANCE COATINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface preparation and the application of high-performance coating systems on the following substrates:
 - 1. Exterior Substrates:
 - a. Concrete substrates, horizontal.

1.3 ACTION SUBMITTALS

- A. Product Data: For each product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Apply coats on Samples in steps to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Coatings: 10 percent, but not less than 2 gal. of each material and color applied.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of coating system to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Final approval of color selections will be based on mockups.

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MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS

- a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 1. Maintain containers in clean condition, free of foreign materials and residue.

1.7 FIELD CONDITIONS

- A. Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- C. Do not apply exterior coatings in snow, rain, fog, or mist.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include but are not limited to:
 1. Benjamin Moore Insul-X Sure Step Flat Acrylic #6GWC0
 2. Dyco Insta-Court All-in-One Sports Surface Coating
 3. Kubricolor Sport KMS Sports Surfaces Color Coating
 4. Laykold Color Coat System
 5. MultiMate Color Concentrate with Sand
 6. Olympic DuraCoat Outdoor Court Coating
 7. Sport Master Color Plus System
- B. Material Compatibility:
 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

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MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS

2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
3. Products shall be of same manufacturer for each coat in a coating system.

C. Colors: As selected by Architect from manufacturer's full range.

2.2 SOURCE QUALITY CONTROL

A. Testing of Coating Materials: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample coating materials. Contractor will be notified in advance and may be present when samples are taken. If coating materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying coating materials from Project site, pay for testing, and recoat surfaces coated with rejected materials. Contractor will be required to remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Concrete: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and coating systems indicated.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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- B. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.
- C. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
 - 1. Clean surfaces with pressurized water. Use pressure range of 1500 to 4000 psi (10 350 to 27 580 kPa) at 6 to 12 inches (150 to 300 mm).

3.3 APPLICATION

- A. Mix materials and apply paint in accordance with manufacturer's instructions.
- B. Use applicators and techniques suited for coating and substrate indicated.
- C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections.
- E. Field Paint:
 - 1. Apply one coat Intermediate Coat and Topcoat on new concrete with a 50-60 durometer, soft rubber squeegee.
 - 2. Apply minimum of 2 coats of Topcoat to prepared surfaces in accordance with manufacturer's instructions.
 - 3. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.
- F. Line Markings
 - 1. Apply high-performance coatings according to manufacturer's written instructions.
 - 2. Lay out court line markings in accordance with appropriate governing body:
 - a. NCAA Rules for college basketball
 - 3. Apply line markings primer, after masking tape has been applied to protect adjacent surfaces, seal voids between masking tape and court surface and prevent bleed-under when line paint is applied.
 - 4. Apply a minimum of one coat of line paint in accordance with manufacturer's instructions.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage to work of other trades by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.

3.5 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

A. Primary Color Fields of Basketball Court:

- 1. Acrylic Emulsified Textured Paint with Anti-Slip Additive:
 - a. Prime Coat: Acrylic emulsion primer as recommended in writing by topcoat manufacturer.
 - b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
 - c. Topcoat: Acrylic emulsified textured paint with anti-slip additive.

B. Line Markings of Basketball Court:

- 1. Heavy-bodied Acrylic Latex Textured Line Paint with Anti-Slip Additive:
 - a. Prime Coat: As recommended in writing by topcoat manufacturer.
 - b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
 - c. Topcoat: Acrylic latex textured line paint with anti-slip additive.

END OF SECTION 099600

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MISSISSIPPI VALLEY STATE UNIVERSITY
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SECTION 116623 - GYMNASIUM EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Basketball equipment.
 - 2. Safety pads.

1.3 DEFINITIONS

- A. NCAA: The National Collegiate Athletic Association.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include assembly, disassembly, and storage instructions for removable equipment.
- B. Shop Drawings: For gymnasium equipment.
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Include details of field assembly for removable equipment, connections, installation, mountings, floor inserts, and operational clearances.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Court layout plans and other details, drawn to scale, and coordinated with gymnasium equipment, floor inserts, game lines, and markers applied to finished flooring, and coordinated with each other, using input from installers of the items involved:
 - 1. Structural members to which overhead-supported gymnasium equipment will be attached.
- B. Setting Drawings: For embedded items and cutouts required in other work.
- C. Product Certificates: For each type of gymnasium equipment.

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MISSISSIPPI VALLEY STATE UNIVERSITY
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- D. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For gymnasium equipment to include in operation and maintenance manuals.

1.7 FIELD CONDITIONS

- A. Field Measurements: Verify position and elevation of floor inserts and layout for gymnasium equipment.

1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of gymnasium equipment that fail in materials or workmanship within specified warranty period.
1. Failures include, but are not limited to, the following:
 - a. Basketball backboard failures, including breakage.
 - b. Faulty operation of basketball backstops.
 2. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

2.2 BASKETBALL EQUIPMENT

- A. <Double click here to find, evaluate, and insert list of manufacturers and products.>
- B. Source Limitations: Obtain from single source from single manufacturer.
- C. Standard Rules: Provide equipment according to the requirements of NCAA's "Men's Basketball Rules."
- D. Protruding fasteners or exposed bolt heads on front face of backboards are not permitted.
- E. Connections: Manufacturer's standard connections or connections recommended in writing by manufacturer.
- F. Ground-Mounted and Supported Backstops:
1. Stationary Type: Manufacturer's standard assembly.

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2. Folding Type: Manufacturer's standard assembly for forward-folding, rear-braced backstop, with hardware and fittings to permit folding.
 3. Framing: Steel pipe, tubing, and shapes designed to minimize vibration during play.
 - a. Dual-Mast Frame: Welded and bolted or clamped with cross bracing.
 - b. Finish: Manufacturer's standard polyester powder-coat finish.
 4. Goal Height Adjuster: Adjustable from 8 to 10 feet (2.40 to 3.05 m) to top of ring with gear-drive mechanism, locking in any position within adjustment range, with visible height scale attached to side of framing.
 - a. Operation:
 - 1) Manual operation with detachable crank handle.
- G. Basketball Backboards:
1. Shape and Size:
 - a. Rectangular, 72 by 42 inches (1830 by 1070 mm) width by height.
 2. Backboard Material: Provide with predrilled holes or preset inserts for mounting goals, and as follows:
 - a. Fiberglass: Minimum 1-1/2-inch- (38-mm-) thick, composite backboard consisting of minimum two 3/16-inch- (5-mm-) thick, molded-fiberglass panels laminated together over faces and edges encapsulating a 3/4-inch (19-mm) honeycomb core, reinforced at goal and backboard mountings, or a wood panel product core; with threaded inserts or embedded anchors for mounting backboard corners to support framing at standard mounting centers.
 3. Target Area and Border Markings: Permanently etched in white color, marked in manufacturer's standard pattern and stripe width.
 4. Finish: Manufacturer's standard factory-applied, white background.
- H. Goal-Mounting Assembly: Compatible with goal, backboard, and backstop; with 5-inch (127-mm) o.c. horizontally and vertically manufacturer's standard hole pattern for goal attachment.
- I. Basketball Goals: Basket ring complete with flanges, braces, attachment plate, and evenly spaced loops welded around underside of ring.
1. Single-Rim Basket Ring Competition Goal: Materials, dimensions, and fabrication complying with referenced standard rules.
 2. Type:
 - a. Fixed: Nonmovable.
 3. Pressure-Release Characteristics: Positive-lock movable breakaway design, with manufacturer's standard mechanism, including preset pressure release, set to release between 181- and 231-lb (82- and 105-kg)

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MISSISSIPPI VALLEY STATE UNIVERSITY
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4. Field Adjustment: Provide ring that is field adjustable for rebound elasticity without being removed from the backboard.
 5. Mount: Rear.
 6. Net Attachment: No-tie loops for attaching net to ring without tying.
 7. Finish: Manufacturer's standard finish.
- J. Basketball Nets: 12-loop-mesh net, between **15 and 18 inches (380 to 460 mm)** long, sized to fit ring diameter, and as follows:
1. Competition Cord: Anti-whip, made from white nylon cord, minimum 120-gm thread and maximum 144-gm thread.
- K. Backboard Safety Pads: Designed for backboard thickness and extending continuously along bottom and up sides of backboard and over backstop as required by referenced standard rules.
1. Attachment: Manufacturer's standard.
 2. Color: As selected by Architect from manufacturer's full range.

2.3 SAFETY PADS

- A. [<Double click here to find, evaluate, and insert list of manufacturers and products.>](#)
- B. Source Limitations: Obtain from single source from single manufacturer.
- C. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
1. Flame-Spread Index: 25 or less.
 2. Smoke-Developed Index: 50 or less.
- D. Round Column Safety Pads: Wraparound pads fully covering exposed round column to height indicated, consisting of minimum **2-inch- (50-mm-)** thick, multiple-impact-resistant, bonded polyurethane-foam filler, **6.0-lb/cu. ft. (96-kg/cu. m)** density, covered on both sides and all edges by fabric covering with hook-and-loop attachment to column.
1. Length: Each pad minimum **72 inches (1830 mm)**.
 2. Fabric Covering Color(s): As selected by Architect from manufacturer's full range for two color(s).
- E. Cutout Trim: Manufacturer's standard flanged cutout trim kits for fitting pads around switches, receptacles, and other obstructions.
1. Color: Gray.

2.4 MATERIALS

- A. Castings and Hangers: Malleable iron, according to ASTM A47/A47M; grade as required for structural loading.

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- B. Anchors, Fasteners, Fittings, and Hardware: Gymnasium equipment manufacturer's standard corrosion-resistant or noncorrodible units; concealed; tamperproof, vandal- and theft-resistant design.
- C. Grout: Nonshrink, nonmetallic, premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout, according to ASTM C1107/C1107M, with minimum strength recommended in writing by gymnasium-equipment manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for court layout, alignment of mounting substrates, installation tolerances, operational clearances, and other conditions affecting performance of the Work.
 - 1. Verify critical dimensions.
 - 2. Examine supporting subgrade below finished floor.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Comply with manufacturer's written installation instructions.
- B. Install gymnasium equipment after other finishing operations, including painting, have been completed unless otherwise indicated.
- C. Permanently Placed Gymnasium Equipment and Components: Install rigid, level, plumb, square, and true; anchored securely to supporting structure; positioned at locations and elevations indicated; in proper relationship to adjacent construction; and aligned with court layout.
 - 1. Floor-Insert Locations: Coordinate locations with application of game lines and markers, and core drill floor for inserts after game lines are applied.
 - 2. Floor-Insert Elevation: Coordinate installed heights of floor inserts with installation and field finishing of finish flooring and floor-plate type.
- D. Floor-Insert Setting: Clean oversized, recessed voids in concrete substrate of debris. Position each sleeve, and fill void around sleeve with grout, mixed and placed according to grout manufacturer's written instructions. Protect portion of sleeve above subfloor and footing from splatter. Verify that sleeves are set plumb, aligned, and at correct height and spacing; hold in position during placement and finishing operations until grout is sufficiently cured. Set insert so top surface of completed unit is flush with finished flooring surface.

BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
BEARD + RISER ARCHITECTS PLLC

- E. Anchoring to In-Place Construction: Use anchors and fasteners where necessary to secure built-in and permanently placed gymnasium equipment to structural support and to properly transfer load to in-place construction.

3.3 INSTALLATION OF SAFETY PADS

- A. Mount with bottom edge at 4 inches (102 mm) above finished floor.
- B. Cutout Trim: Limit cuts in face of padding so that cuts are securely and fully concealed behind trim-kit flange.

3.4 ADJUSTING

- A. Adjust movable components of gymnasium equipment to operate safely, smoothly, easily, and quietly; free from binding, warp, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range; and lubricate as recommended in writing by manufacturer.

3.5 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain gymnasium equipment.

END OF SECTION 116623

SECTION 13 31 23
PRE-ENGINEERED FABRIC SHADE STRUCTURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. A single fabric shade structure contractor shall be responsible for the design, wet-stamped engineering drawings, permitting, fabrication, supply, and erection of the work specified herein, including foundations. The intent of this specification is to have only one shade contractor be responsible for all of the functions listed above.

1.3 SUBSTITUTIONS

- A. To qualify as an approved equal, please submit the following manufacturer, installer and product documentation at least ten days prior to the bid:
 - a. 2 full sets of fabric samples
 - b. Detailed material and performance specifications for ALL fabric, steel, hardware and cables used in shade structure
 - c. 2 full sets of powder coating color metal "chips"
 - d. List of at least 5 reference sites within 100 miles of bid location
 - e. List of at least 5 customer references within 100 miles of bid location
 - f. Proof of compliance with all quality assurance criteria, as per Section 1.5
 - g. Full set of wet stamped (by an engineer in the state of Mississippi) engineering drawings for the proposed structures
 - h. Proof of installation competency and/or certification for type and size of structure specified.
 - i. List of any and all deviations from product specifications in section 2.1.
- B. No substitutions will be allowed after the deadline. Any approval of alternate manufacturers and structures shall be by addendum prior to the bid date and shall not be allowed without written notification.

1.4 SUBMITTALS

1.4.1 With Bid Submittals:

- A. Provide proof of existing reference sites with structures of similar project scope and scale.
- B. Provide a minimum of 18 fabric samples to demonstrate fabric color range, and a digital (PDF) or paper document showing a minimum of 9 powder coat color choices. Also, provide a letter of authorization from the fabric manufacturer delineating authorized use of the specified fabric.
- C. Manufacturer to provide proof of all quality assurance items, including;
 - 1. A list of at least 5 reference projects in REGION that have been installed a minimum of 12 years.

2. Proof of General Liability, Professional Liability, and Umbrella insurance, as per Section 1.4B.
3. Proof of a minimum of \$15,000,000 aggregate bonding capacity.
4. Proof of current IAS certification, as per Section 1.4D.
5. Proof of an Annual Maintenance Inspection Program.
6. Proof of a Corporate Safety and/or Injury & Illness Prevention Program.

1.5 QUALITY ASSURANCE

Fabrication and erection are limited to firms with proven specific area experience in the design, fabrication, and erection of fabric shade structures, and such firms shall meet the following minimum requirements. No substitutions shall be allowed for the following:

- A. A single shade structure contractor shall design, engineer, manufacture, and erect the fabric shade structures, including the foundations, and shall provide a dedicated Project Manager throughout the entire Scope of Work related to the shade structure(s).
- B. All manufacturers shall have at least 15 years' experience in the design, engineering, manufacture, and erection of fabric shade structures, engineered to IBC requirements with similar scope, and a successful construction record of in-service performance.
- C. All manufacturers shall provide proof with bid submittal of a minimum of \$2,000,000 (ag) General/Public Liability insurance, \$3,000,000 Professional Liability (PL) insurance, and additional \$10,000,000 Umbrella/Excess Liability insurance.
- D. Manufacturer shall be accredited by the IAS (International Accreditation Service) for Structural Steel Fabrication under IBC 2006 Section 1704.2.5.2.
- E. The fabric shade structure contractor shall have a Corporate Quality Control program/manual, which describes their complete quality assurance program.
- F. All manufacturers must be a current Member Contractor with ISNetworld, which confirms the bidder's strict adherence to Safety, Insurance, Quality, and Regulatory standards.

1.6 WARRANTY

- A. The successful installer shall provide a 12-month warranty on all installation labor and materials.
- B. A supplemental warranty from the manufacturer shall be provided for a period of 10 years (pro-rated) on fabric and 10 years (non-prorated) on the structural integrity of the steel, from date of shade invoice.
- C. The warranty shall not deprive the Owner of other rights the Owner may have under the provisions of the Contract Documents, and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 – PRODUCTS

2.1 GENERAL

- A. The structure shall consist of an (8)-post Custom Trussed 116' x 74' Superspan Hip, with 16 entry height. A total of two (2) 14'x10' MSVU logos shall be stitched into the fabric on each end of the structure.
- B. The structures shall be manufactured by Shade Structures, Inc., d/b/a USA SHADE & Fabric Structures, or approved equal
- C. Contact:
Mid-South Recreation
1255 Lynnfield Road, Suite 259
Memphis, TN 38119
Chris Jones (901) 268-7807
Christopherbjones757@gmail.com
- Shade Structures, Inc. dba USA Shade & Fabric Structures
2580 Esters Blvd., Suite 100
DFW Airport, TX 75261
Angel Rich (954) 649-6757
Angel.rich@usa-shade.com
- D. The fabric shade structure(s) shall conform to the current adopted version of the International Building Code 2018 (or earlier).
- E. All fabric shade structures shall be designed and engineered to meet the minimum of 115mph "Ultimate" Wind Load, Risk Category II, Exposure C, and a Snow Load of 5 psf and Live Load of 5 psf. All fabric shade structures shall be engineered with a zero wind pass-through factor on the fabric.
- F. Steel:
1. All steel members of the fabric shade structure shall be designed in strict accordance with the requirements of the "American Institute of Steel Construction" (AISC) Specifications and the "American Iron and Steel Institute" (AISI) Specifications for Cold-Formed Members and manufactured in a IAS- (International Accreditation Service) accredited facility for Structural Steel Fabrication under IBC 2006 Section 1704.2.5.2.
 2. All connections shall have a maximum internal sleeving tolerance of .0625" using high-tensile strength steel sections with a minimum sleeve length of 6".
 3. All non-hollow structural steel members shall comply to ASTM A-36. All hollow structural steel members shall be cold-formed, high-strength steel and comply with ASTM A-500-10, Grade B. All steel plates shall comply with ASTM A-572, Grade 50.
 4. All galvanized steel tubing shall be triple-coated for rust protection using an in-line electroplating coat process. All galvanized steel tubing shall be internally coated with zinc and organic coatings to prevent corrosion.
- G. Bolts:
1. All structural field connections of the shade structure shall be designed and made with high-strength bolted connections using ASTM A-325, Grade B.
 2. Where applicable, all stainless steel bolts shall comply with ASTM F-593, Alloy Group 1 or 2. All bolt fittings shall include rubber washers for water-tight seal at the joints. All nuts shall comply with ASTM F-594, Alloy Group 1 or 2.

H. Welding:

1. All shop-welded connections of the fabric shade structure shall be designed and performed in strict accordance with the requirements of the "American Welding Society" (AWS) Specifications. Structural welds shall be made in compliance with the requirements of the "pre-qualified" welded joints, where applicable and by certified welders. No onsite or field welding shall be permitted.
2. All full penetration welds shall be continuously inspected by an independent inspection agency and shall be tested to the requirement of IBC 2018 (or earlier).

I. Powder Coating:

1. Galvanized steel tubing preparation prior to powder coating shall be executed in accordance with solvent cleaning SSPC-SP1. Solvents such as water, mineral spirits, xylol, and toluol, which are to be used to remove foreign matter from the surface. A mechanical method prior to solvent cleaning, and prior to surface preparation, shall be executed according to Power Tool Cleaning SSPC-SP3, utilizing wire brushes, abrasive wheels, needle gun, etc.
2. Carbon structural steel tubing preparation prior to powder coating shall be executed in accordance with commercial blast cleaning SSPC-SP6 or NACE #3. A commercial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, and other foreign material.
3. Powder coating shall be sufficiently applied (minimum 3 mils thickness) and cured at the recommended temperature to provide proper adhesion and stability to meet salt spray and adhesion tests, as defined by the American Society of Testing Materials.
4. Raw powder used in the powder coat process shall have the following characteristics:
 - a. Specific gravity: 1.68 +/- 0.05
 - b. Theoretical coverage: 114 +/- 4ft²/mil
 - c. Mass loss during cure: <1%
 - d. Maximum storage temperature: 80°F
 - e. Interpon® 800 is a high-durability TGIC powder coating designed for exterior exposure. Tested against the most severe specifications, Interpon 800 gives significantly improved gloss retention and resistance to color change.
5. When the fabric shade structure(s) will be located within potentially corrosive environments such as (pools, reclaimed water irrigation, saltwater bodies, other standing bodies of water) hot dip galvanizing of Carbon steel or rust protection undercoat primer will be required on all structures at USA Shade's discretion. The rust protection primer shall be Sherwin-Williams® POWDURA® epoxy powder coating Z.R Primer and shall be applied to Carbon steel in accordance with the manufacturer's specifications. Primer should be fused only and then top coated with the selected powder coat to ensure proper inter-coat adhesion.
 - a. The primer's attributes shall be:
 - a. Specific gravity (g/ml): 2.37
 - b. Coverage at 1.0 mil (ft²/lb): 81.6
 - c. Adhesion: ASTM D-3359 5B
 - d. Flexibility: ASTM D-552 Pass 1/8"
 - e. Pencil hardness: ASTM D-3363 H-2H
 - f. Impact resistance (in.lb): ASTM D-2794 Dir & Rev, 120 in-lbs
 - g. Salt spray resistance: ASTM B-117 2000 hours
 - h. Humidity resistance: ASTM D-4585 2000 hours

- | | | |
|----|------------------------------|--|
| i. | 60° Gloss: ASTM D-523 | 50 ~ 70 |
| j. | Cure schedule (metal temp): | 10min @ 200°C (390°F)
25min @ 135°C (275°F) |
| k. | Film thickness range (mils): | 2.0 ~ 3.0 |

K. Tension Cable: Steel wire rope cable is determined based on calculated engineering loads. Standard cabling is galvanized. Stainless steel cabling required when hot dip galvanized frame or primer frame are required.

1. 0.25" (nominal) galvanized 7x19 strand core wire rope shall be used for tension loads up to 4,500 lbs.
2. 0.375" (nominal) galvanized 7x19 strand core wire rope shall be used for tension loads up to 9,000 lbs.
3. 0.5" (nominal) galvanized 6x19 strand core wire rope shall be used for tension loads up to 13,500 lbs.

L. Fabric Roof Systems:

1. UV Shade Fabric:
 - a. Shadesure® shade fabric is made of a UV-stabilized, high-density polyethylene (HDPE), as manufactured by Multiknit® (Pty) Ltd. HDPE mesh shall be a heat-stentered, three bar Rachel-knitted, lockstitch fabric with one monofilament and two tape yarns to ensure that the material will not unravel if cut. Raw fabric rolls shall be 9.8425 feet wide.
 - b. Fabric Properties:
 - ~ Life Expectancy: minimum 8 years with continuous exposure to the sun
 - ~ Fading: minimum fading after 5 years (3 years for Red)
 - ~ Fabric Mass: 5.31 oz/yd² ~ 5.6 oz/yd² (180gsm ~ 190gsm)
 - ~ Fabric Width: 9.8425 feet (3m)
 - ~ Roll Length: 164.04 feet (50m)
 - ~ Roll Dimensions: 62.99 inches x 16.5354 inches (160cm x 42cm)
 - ~ Roll Weight +/- 66 lbs (+/- 30kg)
 - ~ Minimum Temp: -13°F (-25°C)
 - ~ Maximum Temp: +176°F (80°C)
 - c. Fabric shall meet the following flame spread and fire propagation tests:
 - 1) ASTM E-84
 - 2) NFPA 701 Test Method 2
2. Stitching & Thread:
 - a. All sewing seams are to be double-stitched.
 - b. The thread shall be GORE® TENARA® mildew-resistant sewing thread, manufactured from 100% expanded PTFE (Teflon™). Thread shall meet or exceed the following:
 - 1) Flexible temperature range
 - 2) Very low shrinkage factor
 - 3) Extremely high strength, durable in outdoor climates
 - 4) Resists flex and abrasion of fabric
 - 5) Unaffected by cleaning agents, acid rain, mildew, salt water, and is unaffected by most industrial pollutants
 - 6) Treated for prolonged exposure to the sun
 - 7) Rot resistant
3. Shade and UV Factors:
 - a. Shade protection and UV screen protection factors shall be as follows:

<u>Color</u>	<u>Shade %</u>	<u>UV Block %</u>
Laguna Blue	92%	96%
Royal Blue	86%	94%
Navy Blue	90%	94%
Turquoise	83%	92%
Rainforest	89%	96%
Desert Sand	80%	92%
Black	95%	96%
Sunflower Yellow	70%	94%
Terracotta	84%	90%
Arizona	86%	91%
White	57%	86%
Silver	88%	93%
Red	91%	92%
Electric Purple	84%	90%
Zesty Lime	83%	92%
Cinnamon	88%	93%
Olive	93%	97%
Chocolate	92%	93%

PART 3 – EXECUTION

3.1 INSTALLATION

- A. The installation of fabric shade structures shall be performed by manufacturer or manufacturer-approved contractor. All installation personnel must have experience in the erection of tensioned fabric structures.
- B. The installation shall comply with the manufacturer's instructions for assembly, installation, and erection, per approved drawings.
- C. Concrete:
 1. Unless noted otherwise for footings and piers by the Project Engineer, the concrete specification for footings, piers, slabs, curbs, and walkways shall meet a minimum 2,500 psi at 28-day strength.
 2. Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318-14.
 3. Concrete specifications shall comply in accordance with the Section 03300 Cast-in-Place Concrete, detailed as per plans, and shall be as follows:
 - a. 28 Days Strength $F'_c = 2,500$ psi
 - b. Aggregate: HR
 - c. Slump: 3 ~ 5 inch
 - d. Portland Cement shall conform to C-150
 - e. Aggregate shall conform to ASTM C-33
 4. All reinforcement shall conform to ASTM A-615 grade 60.
 5. Reinforcing steel shall be detailed, fabricated, and placed in accordance with the latest ACI Detailing Manual and Manual of Standard Practice.

6. Whenever daily ambient temperatures are below 80 degrees Fahrenheit, the contractor may have mix accelerators and hot water added at the batch plant (See Table 1).
7. The contractor shall not pour any concrete when the daily ambient temperature is to be below 55 degrees Fahrenheit.

TABLE 1

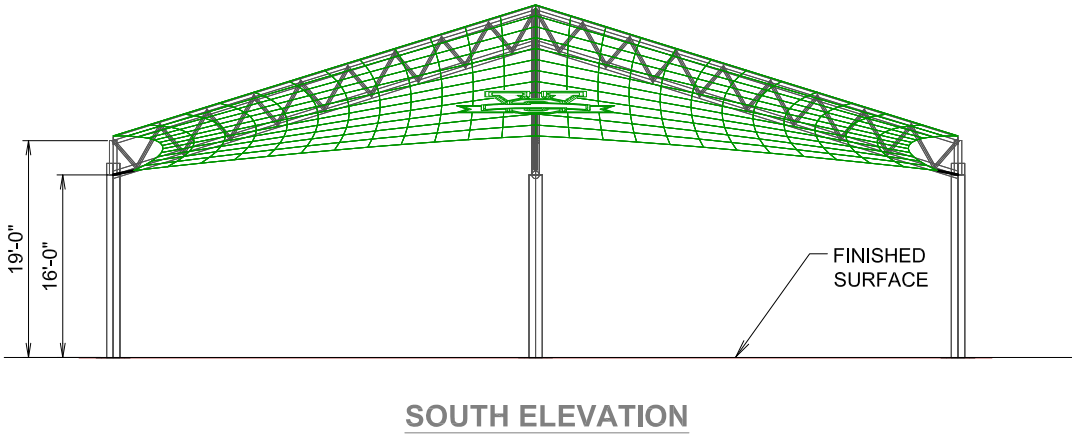
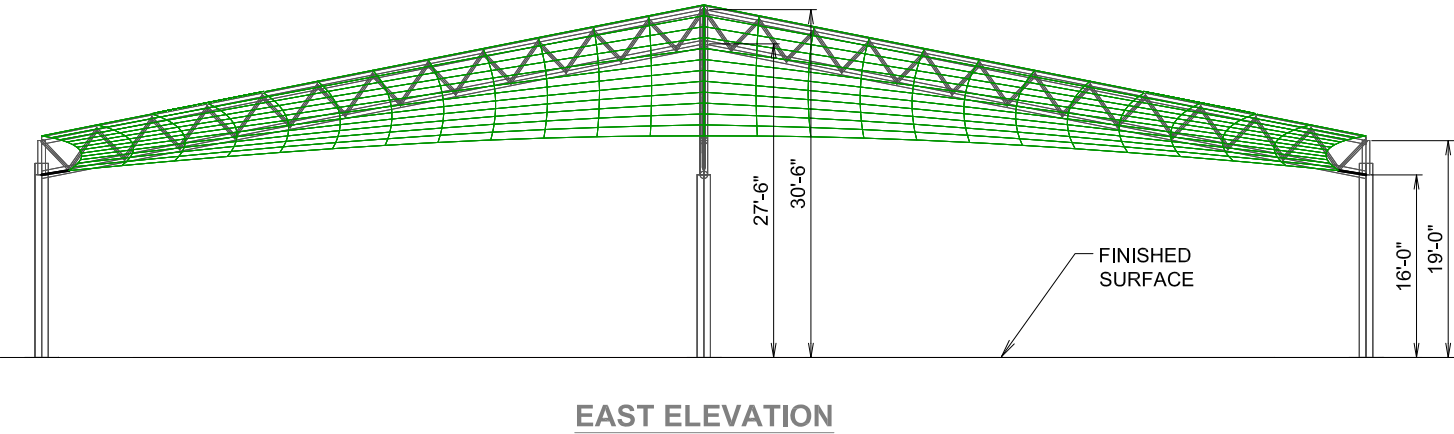
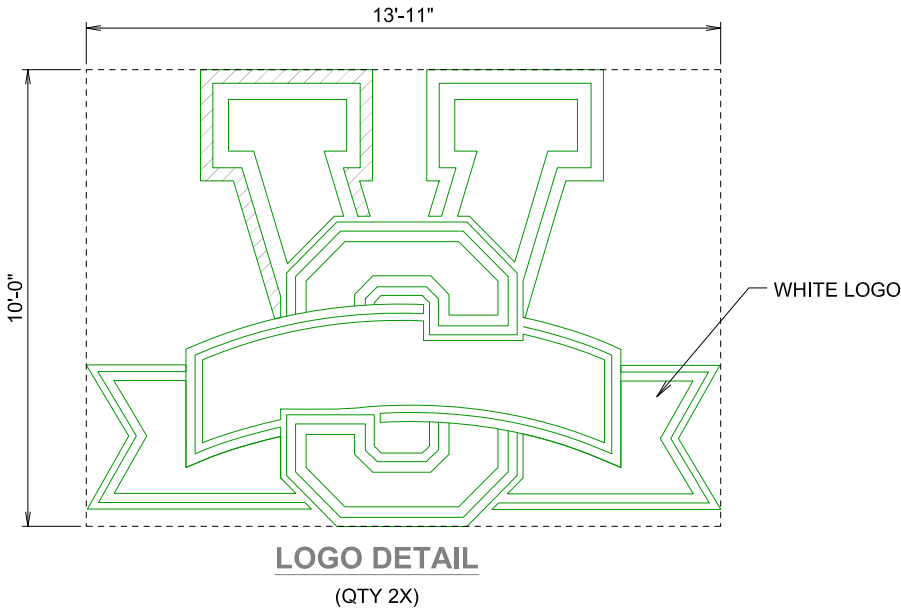
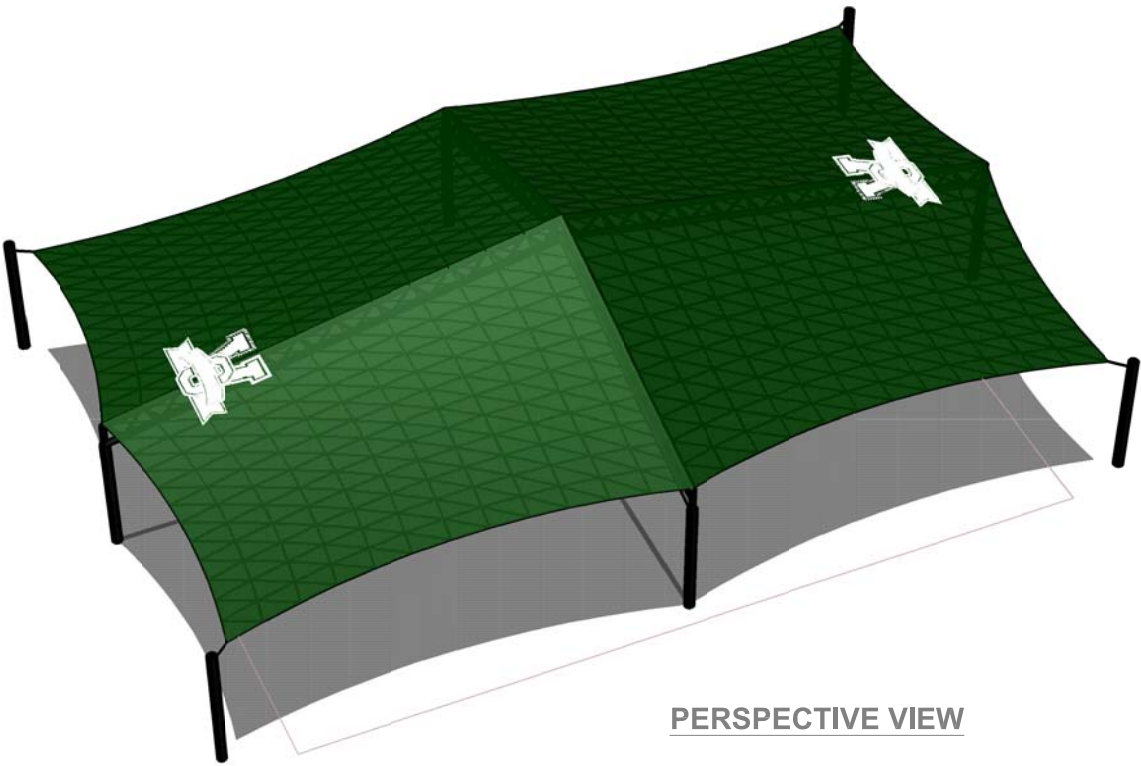
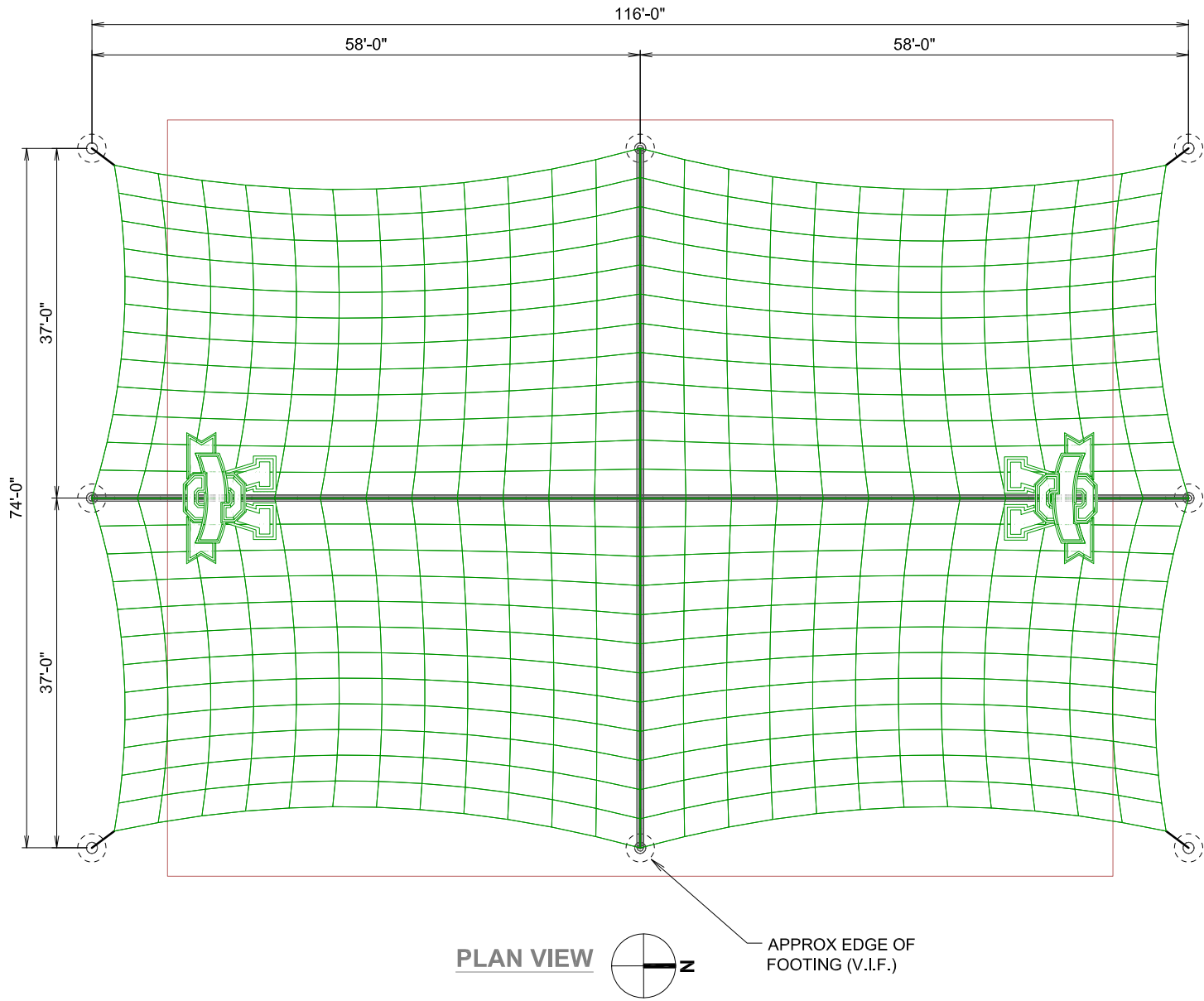
Temperature Range	% Accelerator	Type Accelerator
75~80 degrees F	1%	High Early (non calcium)
70~75 degrees F	2%	High Early (non calcium)
Below 70 degrees F	3%	High Early (non calcium)

D. Foundations:

1. All anchor bolts set in new concrete shall comply with ASTM F1554 GR 55.
2. All anchor bolts shall be Hot-Dip Galvanized.
3. Footings and full rebar cages shall be drilled or dug, set, and poured as per manufacturer's specifications. USA SHADE estimates the foundations as 30" x 13' deep with a full rebar cage of (5) #8 vertical bars with #4 ties.

END OF SECTION 13 31 23

NOTES:
-THESE DRAWINGS ARE A PICTORIAL REPRESENTATION OF FABRIC AND STEEL ONLY. NONE OF THE REQUIRED ATTACHMENT OR CONNECTION DETAILS HAVE BEEN DEPICTED.
-ALL DIMENSIONS AND HEIGHTS MUST BE FIELD VERIFIED PRIOR TO ANY FINAL DESIGN, FABRICATION OR INSTALLATION WORK.
-FINAL FOOTING TYPE AND SIZE WILL BE DETERMINED AT ENGINEERING PHASE.



CUSTOMER:
**MS VALLEY
STATE UNIV**
PROJECT NAME:
**MS VALLEY
STATE UNIV**
LOCATION:
ITTA, MS 38941

STRUCTURE TYPE:
CUSTOM
SIZE:
74' X 116' X 16' e

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF
USASHADE AND FABRIC STRUCTURES
AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.

**USASHADE
& Fabric Structures**
CORPORATE HEADQUARTERS
2580 ESTERS BLVD., SUITE 100
DFW AIRPORT, TX 75261
800-966-5005

CERTIFICATIONS:
IAS CERTIFICATION No: FA-428
CLARK COUNTY MANUFACTURER
CERTIFICATION NUMBER (NEVADA): 355

REV	DESCRIPTION	DATE	DRW	CHK	ENG
B	REVISED LAYOUT	09/20/19	YH	YH	-
A	REVISED LAYOUT	09/17/19	YH	YH	-
-	-	05/23/19	YH	YH	-

Drawn By : YH 09/20/19
Checked By : YH 09/20/19
Approved By : YH 09/20/19

DRAWING DESCRIPTION:
VIEWS
DWG. **CON-MAY-018-19**
PAGE **1000**
REV. **B**

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SECTION 313000 - EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Earthwork requirements for the basketball court.

1.2 DEFINITIONS

- A. Excavation: Cutting, digging and removing all materials of every description, including foundations and rock, and of whatever substance encountered to the dimensions, limits, elevations and contours as shown on the drawings and as herein specified and subsequent disposal of materials removed

PART 2 - PRODUCTS

2.1 BORROW

- A. The Contractor shall furnish and place suitable material and shall fill and compact as recommended in the Geotechnical Report and as specified in this section.
- B. Select fill soils used in the building area shall be:
 - 1. Material shall be free of organic or other deleterious materials, homogeneous mixture, and consist of lean clay or clayey sand conforming to Unified Soil Classifications CL or SC and exhibit a plasticity index (PI) within the range of 8 to 16 with a liquid limit less than 45.
 - 2. Select fill materials shall be approved by the Testing Laboratory.

PART 3 - EXECUTION

3.1 EXISTING SITE CONDITIONS

- A. All utilities and services, whether shown on the drawings or not, shall be suitably protected and maintained, and any damages thereto shall be promptly repaired. The Owner shall be advised immediately of any damages sustained. If any extra expense is incurred due to the existence of buried utilities not shown on the drawings, or the location of which is not made known to the Contractor, the contract price shall be adjusted in accordance with the General Conditions.

3.2 PROTECTION

- A. Protect structures, utilities, light poles, and other facilities from damage during earthwork operations.

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3.3 DEWATERING

- A. The Contractor shall be responsible for all surface drainage, and rain entering the site and building excavation or foundation, and shall remove such water.
- B. The Contractor shall keep the area graded at all times to facilitate the runoff of surface waters and maintain a dry working area. Existing earth or fill which becomes too wet from any cause shall be disked as to allow drying and recompaction. The Testing Laboratory shall approve moisture conditions prior to construction of athletic fields and courts.

3.4 SITE PREPARATION

- A. All existing above and below grade improvements (i.e. buildings, pavements, etc.) within the proposed development area, including concrete or masonry footings, slabs, asphalt, Portland cement pavement, old utilities, any vegetation and topsoil, or other loose, soft or otherwise unsuitable material shall be removed as specified in the demolition drawings. Any unanticipated conditions shall be observed by the Geotechnical Engineer during this process.
- B. Any unsuitable material within the basketball court area shall be removed. Unsuitable material is defined as material that will not reach stability. Stability shall be verified by means of proof-rolling observed by the Geotechnical Engineer. Proof-rolling shall be completed under the direction of the Geotechnical Engineer. Pumping soils shall be removed and replaced as directed by the Geotechnical Engineer.
- C. Over-excavate basketball court and sidewalk areas to provide a buffer of select fill at least 2 feet deep below the bottom of the concrete slab. The over-excavation shall extend 6 feet outside the perimeter of the basketball court and sidewalk areas. Stability of the soil at the bottom of the excavation shall be achieved prior to placing any fill material.
- D. Care shall be taken during excavation adjacent to the existing structures to avoid undermining existing structural elements and utilities. The need to excavate immediately adjacent to existing buildings and utilities shall be evaluated during construction based on the inspection of the soil exposed during excavation by the Geotechnical Engineer.
- E. The on-site soils are susceptible to pumping when wet. All soil that is pumping or determined to be unstable by the Geotechnical Engineer shall be remediated by removing the soil, treating with hydrated lime, construction of a bridging layer, or a combination of these approaches. Remediation shall be completed under the direction of the Geotechnical Engineer based on site conditions at the time of construction.
- F. The soils exposed after stripping the site and any excavation shall be scarified to a minimum depth of 8 inches and compacted to not less than 95% of maximum dry density as determined by the standard Proctor (ASTM D698) test with stability present. All areas of the excavation shall be determined to be stable by the Geotechnical Engineering prior to placing select fill material.
- G. All fills shall be constructed at the locations and to the contours, elevations and sections shown on the drawings and as described in the preceding paragraphs.

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- H. Fill shall be placed in loose lifts not exceeding 8 inches and shall be compacted at moisture contents within 2 percentage points of the optimum moisture content (ASTM D698) to a minimum of 95% of maximum dry density as determined by the standard Proctor (ASTM D698) test. If water is added, it shall be uniformly applied and thoroughly mixed into the soil by disking or scarifying. Reduce lift depths to 4 inches when hand-guided compaction equipment is used. Field density tests shall be conducted within the building area and completed at a frequency of not less than one test per 2,000 square feet per lift. The surface of each lift shall be scarified prior to placement of subsequent lifts.
- I. Finished site grades shall be sloped to promote quick runoff of storm water as indicated in the Construction Drawings.
- J. The Architect shall be notified of any questionable materials discovered during site preparation.

3.5 TESTING

- A. All tests shall be made by a Testing Laboratory approved by the Architect and employed by the Contractor.
- B. Testing shall be completed as recommended in the Geotechnical Report referenced in Section 00.3200.
- C. Field density tests shall be made as prescribed by ASTM D2922. Other test methods shall be pre-approved by the Architect.
- D. For select fill material, the mechanical analysis shall be by ASTM D422. The liquid and plastic limit determination shall be made by ASTM D423.
- E. Tests failing to meet specifications shall be retested. Replace or rework materials that fail to meet test specifications.

END OF SECTION 313000

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PART 1 - GENERAL

1.1 SUMMARY

- A. Work Includes (as applicable):
 - 1. Removal of improvements.
 - 2. Topsoil stripping.
 - 3. Removal of trees and other vegetation.
 - 4. Clearing and grubbing.
 - 5. Disconnecting or abandonment of existing utilities.
- B. Protect remaining site improvements from damage. Restore damaged work to condition existing before start of site clearing.
- C. Protect remaining trees and shrubs from damage and maintain vegetation. Employ a licensed arborist to repair tree and shrub damage. Restore damaged vegetation. Replace damaged trees that cannot be restored to full growth, as determined by arborist. No trees are to be removed without the direction of the Engineer.
- D. Do not store materials or equipment or permit excavation within drip line of remaining trees.
- E. Determine location of existing utility services before site clearing. Comply with local utility service requirements.
- F. Clearing limits shall be staked in the field by the Engineer.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SITE CLEARING

- A. Install erosion and sedimentation control measures before site clearing.
- B. Remove trees, shrubs, grass, and other vegetation, site improvements, or obstructions to permit installation of new construction. Removal includes digging out and off-site disposal of stumps and roots.
- C. Strip topsoil to depth indicated in geotechnical report. Stockpile topsoil that will be reused in the Work.

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- D. In areas not to be further excavated, fill depressions resulting from site clearing. Place and compact satisfactory soil materials in 6- to 8-inch thick layers to density of surrounding soil.
- E. Dispose of waste materials, including trash, debris, and excess topsoil, off Owner's property. Burning or burial of waste materials on-site is not permitted.

END OF SECTION

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SECTION 321314 – POST-TENSIONED CONCRETE COURT PAVING

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. The contract work to be performed under this section consists of furnishing all required labor, materials, equipment, implements, shop drawings, structural design, parts and supplies necessary for, or appurtenant to the concrete paving for the basketball court.
- B. Construction of a 4” thick post-tensioned concrete slab with a minimum 12” deep, 12” wide perimeter grade beam in accordance with these specifications.

1.2 RELATED SECTIONS AND DOCUMENTS

- A. Section 313000: Earthwork.
- B. Geotechnical Investigation report prepared by Pritchard Engineering, Inc. (October 7, 2019).

1.3 SHOP DRAWINGS AND SUBMITTALS

- A. The contractor shall be responsible for the preparation of structural design drawings of the post-tensioned basketball court slab.
- B. The contractor shall submit structural construction drawings to the Architect for review. The structural construction drawings shall be prepared and stamped by a structural engineer licensed by the State of Mississippi. The Architect shall review and approve the structural construction drawings prior to construction of the basketball court slab. The Architect’s review and approval of the structural construction drawings does not relieve the contractor of providing a structurally sound concrete basketball court slab, nor does the review take any responsibility for the structural design of the basketball court. Shop drawings prepared by the structural engineer may be used for structural construction drawings.
- C. This specification section is performance based. If the design recommendations of the contractor’s structural engineer conflict with this specification, the structural engineer’s recommendations shall take precedence.

PART 2 - PRODUCTS

2.1 SUBGRADE MATERIAL

- A. See Section 313000 and the Geotechnical Report for subgrade material.

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2.2 FINE GRADE MATERIAL

- A. See Section 313000 for subgrade material.

2.3 MOISTURE/VAPOR BARRIER

- A. A double layer moisture/vapor barrier, consisting of polyethylene (two 6 mil. thicknesses laid in opposite directions) shall be installed prior to installation of any steel and/or cables. Overlap polyethylene sheets at least 6" and tape joints. Once in place, no vehicular traffic shall be allowed on the moisture/vapor barrier nor any other object that could puncture the barrier or otherwise compromise the integrity of the surface. All concrete shall be pumped, not driven onto the court. Excessive loads at any time are unacceptable.

2.4 TENSIONING CABLES AND ANCHORS

- A. Post-tensioning strands and anchorages shall conform to the "PTI Guide Specifications for Post-Tensioning Materials."
- B. Unless specified otherwise by the contractor's structural engineer, the tensioning strands shall consist of one-half inch (1/2") diameter, 7-wire, stress relieved strands, having a guaranteed ultimate tensile strength of 270,000 psi (270 ksi). Strands shall conform to ASTM-416. Cables shall be fabricated to proper length for each slab, coated with a permanent rust preventative lubricant and encased in slippage sheathing. All breaks in the sheathing shall be repaired with tape prior to concrete placement. A maximum of six inches (6") exposed strands is permitted at the dead-end anchor.

2.5 CONCRETE CONSTRUCTION

- A. Unless specified otherwise by the contractor's structural engineer, the concrete shall have a compressive strength of not less than 3,500 psi after twenty-eight (28) days. Ready-mixed concrete shall be mixed and delivered according to ASTM C-94 specifications for ready-mixed concrete with a four-inch (4") maximum slump.
- B. Cement: Cement (Type 1 or 1A) shall conform to one of the Standard Specifications for Portland Cement, ASTM C 150 or Specifications for Blending Hydraulic Cements, ASTM C 595.
- C. Air Entrainment: Air entrainment by total volume of concrete should be: 4% to 6% for 1 1/2" maximum size coarse aggregate, 5% to 7% for 3/4" or 1" maximum size coarse aggregate, 6 1/2" to 8 1/2" for 3/8" or 1/2" maximum size coarse aggregate.
- D. Do not use curing compounds.

PART 3 - EXECUTION

3.1 SUBGRADE

BASKETBALL PAVILION
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- A. See Section 313000 and the Geotechnical Report for subgrade requirements.
- B. The site preparation will be done so as to provide positive drainage away from the basketball court and, if needed, to provide intercepting swales to prevent drainage onto the court. See the Construction Drawings for grading requirements.

3.2 FINE GRADE

- A. The base material shall be placed with automatic laser-regulated equipment capable of providing a true accurate to plus or minus one-quarter (1/4"). The depth of the fine grade base material shall be sufficient to develop a one-quarter inch (1/4") accuracy.

3.3 FORMING

- A. Forms shall be accurately set to the lines and to plus or minus one-quarter inch (+1/4") of finished grades indicated on drawings and be securely staked to prevent settlement or movement during placement of concrete. Forms shall remain until concrete has taken final set.

3.4 TENSIONING CABLES AND ANCHORS

- A. Unless specified otherwise by the contractor's structural engineer, cables shall be supported on chairs and loosely tied at all intersections (too tightly tied, tendon friction will increase when tensioning) to prevent vertical and horizontal movement during concrete placement. See structural construction drawings for cable spacing and tensioning procedures.

The minimum perimeter beam cross section is to be 12" deep x 12" wide. The inside edge of the grade beam shall be sloped to minimize shrinkage restraint. Cable ends are to be anchored approximately 4" below surface of the slab. See the structural construction drawings for required re-inforcement around the perimeter of the slab.

- B. Unless specified otherwise by the contractor's structural engineer, the cable ends shall be cut off and cone holes shall be grouted flush with the edge of the slab. Grout shall be non-shrink grout.

3.5 JOINTS

- A. Joint locations shall be specified by the contractor's structural engineer and approved by the Architect.
- B. Joints shall not be located in the play area except along the half-court line.

3.6 CONCRETE PLACING

- A. Unless specified otherwise by the contractor's structural engineer, a full court shall be placed in one (1) continuous operation without intervening joints of any kind. The court surface shall be sloped as indicated in the construction drawings. Contractor to provide sufficient manpower to ensure the uniform distribution of concrete ahead of the screed, and will not allow substantial build-up of

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concrete on leading edge of screed. Concrete to be smoothed immediately behind the screed with a bull-float capable of reaching all surface areas.

Concrete to be placed in accordance with ACI specifications for Hot Weather and Cold Weather placement. Concrete reaching 90 minutes past batching time prior to placement will be rejected.

- B. Concrete shall be placed by pumping.
- C. Concrete shall be spread, consolidated, screeded, bull-floated, and finished in accordance with Section 7.2 of ACI (American Concrete Institute) Standard 302, Recommended Practice for Concrete Floor and Slab Construction.

3.7 EMBEDMENTS

- A. All embedments and penetrations in the concrete paving, such as but not limited to goals shall be fully isolated from the concrete by use of compressible material. The structural engineer shall provide details for isolating embedments from the slab.

3.8 FINISHINGS

- A. Coordinate concrete finish with the Architect and the high-performance coating. Edges shall be finished with ½" radius edger.

3.9 SURFACE TOLERANCES

- A. The finished surface shall not have a water-holding area greater than 1/8" deep. This is to be determined by flooding the court with water, allowing it to drain for one hour on a 70 degree or warmer day. The finished surface shall not have a water-holding area greater than 1/8" deep.
- B. The surface must be smooth and regular, lacking humps and dips. The finished surface of the court shall not vary more than 1/4" in 10' when measured in any direction using a straightedge.

There shall be no deviation in the surface greater than 1/8" in 18" when measured in any direction using a straightedge.

3.10 CURING

Immediately after finishing, the concrete shall be kept moist by covering with polyethylene sheeting. The sheeting must be secured to prevent blowing off the slab. All joints shall be lapped and secured. The polyethylene sheeting shall be installed and maintained for a minimum curing period of 7 days.

3.11 QUALITY ASSURANCE

- A. Testing Agency: The Owner will engage a qualified testing agency to perform tests and inspections. The Contractor will be responsible for the cost of the Testing Agency.

BASKETBALL PAVILION
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- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
1. Testing Frequency: Obtain at least one composite sample for each 75 cubic yards or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change or is questionable.
 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg. F and below and when it is 80 deg. F and above, and one test for each composite sample.
 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of four standard cylinder specimens for each composite set.
 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days. The fourth specimen shall be held in reserve for future testing or in the case of an improper sample, as may be required.
 - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from the same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to the Architect and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture number/type, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive test methods may be permitted by the Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Addition Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strength, or other requirements have not been met, as directed by the Architect.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

3.12 REPAIRS AND PROTECTION

BASKETBALL PAVILION
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- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
- B. Drill test cores, where directed by the Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with Portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

INDUSTRIAL EDUCATION BUILDING ACCESSIBILITY MODIFICATIONS
MISSISSIPPI STATE UNIVERSITY
PDC#305-430

PART 1 GENERAL

1.1 SCOPE

- A. Work under this section shall consist of constructing Portland cement concrete sidewalk on a prepared subgrade in accordance with the Contract Drawings and these specifications. Lines and grades shall be as shown on the plans or established. "Subgrade" in this section shall mean the prepared foundation on which the sidewalk is constructed.
- B. Work under this section shall also consist of furnishing and installing detectable warning "panels" in concrete sidewalk on all curb-cut ramps as shown on the Contract Drawings.
- C. Submit design mixes for concrete.
- D. Comply with ACI 301, "Specification for Structural Concrete."
- E. Installer Qualifications: An experienced installer who has completed pavement work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- F. Manufacturer of ready-mixed concrete products complying with ASTM C94 requirements for production facilities and equipment.
 - 1. Producer shall be certified according to the National Ready Mix Concrete Association's Plant Certification Program.
- G. Testing Agency Qualifications: Owner will engage a qualified testing agency to perform test and inspections.
 - 1. Additional testing and inspection, at contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. Do not place concrete when base surface temperature is less than 40 degrees F. or surface is wet or frozen.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Formwork: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.

INDUSTRIAL EDUCATION BUILDING ACCESSIBILITY MODIFICATIONS
MISSISSIPPI STATE UNIVERSITY
PDC#305-430

1. Use flexible or curved forms for curves of a radius 100 feet or less.
- B. Welded Steel Wire Fabric: ASTM A185, flat sheets; not rolls.
- C. Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures.
 1. Air-Entraining Admixture: ASTM C260.
 2. Chemical Admixtures: ASTM C494. Calcium chloride shall not be used.
- D. Liquid Membrane-Forming Curing Compound: ASTM C309, clear, Type I, Class B, waterborne (VOC compliant).
- E. Hardener - Sealer: Sonneborn "Lapidolith" or approved equal.
- F. Aggregate Base: Dense graded crushed stone conforming to current MDOT Specifications Section 703, compacted to 98% maximum density according to ASTM D698.
- G. Contraction and Isolation Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber, or ASTM D1752, cork or self-expanding cork.
- H. Integral Colorant: ASTM C979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, nonfading, and resistant to lime and other alkalis.

2.2 CONCRETE MATERIALS

- I. Concrete Materials: As specified in Section 03 30 00.
- J. ACCESSORIES
 1. Curing Compound: ASTM C308, Type 1, Class A
- K. CONCRETE MIX
 1. Mix and deliver concrete in accordance with ASTM C94, Alternative No. 2. Select proportions for normal weight concrete in accordance with ACI 301 Method 1 or Method 2.
 2. The Contractor's concrete supplier shall submit to the Engineer a copy of a concrete mix design. Proportion normal-weight concrete mixes to provide the following properties:
 - a. Compressive Strength: 3500 psi at 28 days.
 - b. Portland Cement: ASTM C150
 - c. Aggregate: ASTM C33; 3/4-inch maximum size crushed limestone or #8 pea gravel.
 - d. Water: Potable.
 - e. Slump Limit: maximum of 5 inches at point of placement.

INDUSTRIAL EDUCATION BUILDING ACCESSIBILITY MODIFICATIONS
MISSISSIPPI STATE UNIVERSITY
PDC#305-430

- f. W/C Ratio: 0.45 maximum at point of placement.
- g. Air Content: 6.0 percent ± 1.5 .
- 3. Use accelerating or retarding admixtures only when approved by Architect/Engineer. Use of admixtures will not relax cold or hot weather placement requirements.
- 4. Do not use calcium chloride.
- L. Add coloring agent, per manufacturer's recommendations, where integrally colored concrete is indicated.

2.3 DETECTABLE WARNING PANELS

- A. The detectable warning panels shall be In-line Dome Paver Tile by ADA Solutions, Inc., or an approved equal. The size shall be as shown on the Contract Drawings. The panels shall be made of a color impregnated composite which is colorfast and UV stable. It shall also meet the following:

Characteristic Requirement	Test Method
Compressive Strength 23,800 psi	ASTM D 695
Flexural Strength 24,600 psi	ASTM D 790
Tensile Strength 12,100 psi	ASTM D 638
Water Absorption 0.13% - 2 weeks	ASTM D 570
Slip Resistance Exceeds 0.80 wet/dry	ASTM C 1028
Flame Spread Index 15	ASTM E 84
Smoke Developed 145	ASTM E 84
Salt Spray No Change (120 hours)	ASTM B 117
Chemical/Stain Resistance No Deterioration	ASTM D 1308
Accelerated Weathering No Change (3,000 hours)	ASTM G 26
Abrasion Resistance 564	ASTM C 501
Rockwell Hardness 122	ASTM D 785
Freeze/Thaw/Heat No Disintegration	ASTM C 1026

PART 3 CONSTRUCTION REQUIREMENTS

3.1 EXAMINATION

- A. Verify compacted subgrade is acceptable and ready to support paving and imposed loads. Verify gradients and elevations of base are correct.

3.2 PREPARATION

- A. Moisten base to minimize absorption of water from fresh concrete. Coat surfaces of manholes and catch basin frames with oil to prevent bond with concrete pavement.

INDUSTRIAL EDUCATION BUILDING ACCESSIBILITY MODIFICATIONS
MISSISSIPPI STATE UNIVERSITY
PDC#305-430

Notify Architect/Engineer minimum 24 hours prior to commencement of concreting operations.

3.3 FORMING

- A. Place and secure forms to correct location dimension and profile. Assemble formwork to permit easy stripping and dismantling without damaging concrete. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.
- B. The Contractor may use forms or, if requested in writing and approved by the Engineer, an approved automatic extrusion type paving machine. Forms shall be wood or metal. If wood forms are used, they shall be straight and level on top. If metal, they shall be of approved section and have a flat surface on top. The depth of the forms shall be equal to the depth of the sidewalk or driveway. Adequate means shall be provided for securely fastening the ends of forms together.
- C. Prior to use, an automatic extrusion machine must be demonstrated to produce a consolidated concrete section conforming to the dimensions, cross section, line, and grades shown on the Contract Drawings or established.

3.4 EXCAVATION AND GRADE PREPARATION

- A. Excavation shall be made to the required depth and to a width that will permit the installation and bracing of forms. The foundation shall be shaped and compacted at the proper moisture content to a firm even surface conforming to the lines, grades, and sections shown on the Contract Drawings or established. All soft, spongy, or other unsuitable materials encountered shall be removed and replaced with acceptable material.

3.5 SETTING FORMS

- A. Forms shall be set to the required line and grade and rigidly held in place by stakes or braces. Ends of adjoining form sections shall be flush. Forms and division plates shall be cleaned and oiled before placing concrete against them.

3.6 PLACING CONCRETE

- A. The subgrade shall be moist and free of debris and foreign material before concrete is deposited upon it. The concrete mixture shall be placed on the prepared subgrade to the depth required to complete the sidewalk or driveway in one course. It shall then

INDUSTRIAL EDUCATION BUILDING ACCESSIBILITY MODIFICATIONS
MISSISSIPPI STATE UNIVERSITY
PDC#305-430

be vibrated and/or tamped and struck off with an approved straightedge resting upon the side forms and drawn forward with a sawing motion.

- B. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
- C. After the concrete has been deposited in place, it shall be consolidated and the surface shall be struck off by means of a strike board and floated with a wooden or cork float. An edging tool shall be used on edges and expansion joints. The surface shall not vary more than 1/8 inch under a 10-foot straightedge. The surface shall have a granular or matte texture, which will not be slick when wet.
- D. The edges of sidewalk shall be rounded with an edging tool having a radius of ½ inch.
- E. Control joints shall be edged with an edger having a radius of 1/4 inch.

3.7 COLD WEATHER CONCRETING

- A. No Portland cement concrete, mortar, or grout shall be placed when the atmospheric temperature is below 35°F without written permission of the Engineer. If the Contractor proposed to place concrete during seasons when there is a probability of temperatures lower than 40°F, he shall have available on the project approved facilities necessary to enclose the concrete and to keep the temperature of the air inside the enclosure within the range of 50°F - 100°F for at least four days after placement.
- B. The Contractor shall assume all risk and added cost connected with the placing and protecting of concrete during cold weather. Permission given by the Engineer to place concrete during such time will in no way relieve the Contractor of responsibility for unsatisfactory results. Concrete placed during this time that is deemed unsatisfactory shall be removed and replaced at the Contractor's expense.

3.8 HOT WEATHER CONCRETING

- A. The manufacture, placement, and protection of concrete during hot weather requires special attention to ensure that uniform slump ranges and satisfactory placement qualities are maintained, that surface cracking is held to a minimum, and that design strengths are produced.
- B. During periods of hot weather or arid atmospheric conditions, the Contractor shall use such controls, as deemed necessary by the Engineer, to produce and place concrete going into the forms which will not exceed 90°F.

INDUSTRIAL EDUCATION BUILDING ACCESSIBILITY MODIFICATIONS
MISSISSIPPI STATE UNIVERSITY
PDC#305-430

- C. In order to minimize the number and extent of precautions required for hot weather concreting, the Contractor may use, when approved by Engineer, chemical admixtures for set-retarding purposes. The furnishing and use of additives or admixtures and the other precautions necessary to provide satisfactory concrete shall be considered subsidiary to the furnishing and placement of the concrete, and all additional costs related thereto and risks resulting there from shall be borne by the Contractor.

3.9 JOINTS

- A. Construction joints shall be of the dimensions specified and shall be filled with the type of premolded expansion joint filler specified. Sidewalks shall be divided into sections by control joints formed by a jointing tool or other acceptable means. These control joints shall extend into the concrete for at least one inch and shall be approximately 1/8 inch wide. Joints shall match as nearly as possible adjacent joints in curb or pavements. Control joints may be sawed in lieu of forming with a jointing tool.
- B. Isolation joints shall be formed around all appurtenances such as manholes, utility poles, etc. extending into and through the sidewalk. Premolded expansion joint filler 1/4 inch thick shall be installed in these joints. Expansion joint filler of the thickness indicated shall be installed between concrete sidewalks and fixed structure such as a building or bridge. This isolation joint material shall extend for the full depth of the walk.

3.10 FINISHING

- A. Broom Finish: After the concrete has been placed, the surface shall be brought to the established grade with a straight edge and bull floated to "smooth out" the surface. When the water sheen has disappeared, surface shall be floated with power and/or wood floats, and surface shall be broomed with fine hair broom perpendicular to line of traffic to achieve a surface texture approved by the Owner's representative.

3.11 PROTECTION AND CURING

- A. Concrete surfaces shall be protected from premature drying by covering as soon as possible with satisfactory curing material. The Contractor may use wetted burlap or curing compound. Curing by wetted burlap shall continue for a period of seven days after placement of concrete. If curing compound is used, it shall be placed in two applications. The first shall be immediately after finishing. The concrete shall be thoroughly wetted with water and the curing compound applied just as the surface film of water disappears. The second application of curing compound shall be applied after the first application has set.

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- B. Any cracking in the concrete due to improper curing shall be removed and replaced at the Contractor's expense.

3.12 BACKFILLING AND CLEANING UP

- A. When the concrete has set sufficiently, all forms, bracing, etc., shall be removed and the sides of the walk or driveway shall be backfilled and compacted to the required elevation with suitable material. All surplus material shall be disposed of as directed, and the completed work and the site shall be left in a neat and presentable condition.

3.13 FIELD QUALITY CONTROL

- A. Three concrete test cylinders will be taken for every 50 or less cu yds or each class of concrete placed each day or at the engineer's discretion.
- B. One additional test cylinder will be taken during cold weather and cured on site under same conditions as concrete it represents.
 - 1. One slump test will be taken for each set of test cylinders taken.
 - 2. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

END OF SECTION

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PART 1 GENERAL

1.1 This item shall consist of soil preparation and seeding the areas shown on the plans or as directed by the Engineer in accordance with these specifications.

PART 2 MATERIALS

2.1 SEED The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall be applied at the rate of 100 pounds per acre.

Seed shall be furnished separately or in mixtures in standard containers with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within 6 months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed.

Seeds groups shall be used for seeding as follows:

GROUP "A"

<u>Seed</u>	<u>Quantity Percent by Weight</u>	<u>Seeding</u>
Kentucky 31 Fescue	80	Feb. 1 - July 1
English Rye	5	
Korean Lespedeza	15	

GROUP "B"

<u>Seed</u>	<u>Quantity Percent by Weight</u>	<u>Seeding Dates</u>
Kentucky 31 Fescue	55	June 1 - Aug.
English Rye	20	
Korean Lespedeza	15	
German Millet	10	

GROUP "C"

<u>Seed</u>	<u>Quantity Percent by Weight</u>	<u>Seeding Dates</u>
Kentucky 31 Fescue	70	Aug. 1 - Dec.
English Rye	20	
White	10	

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GROUP "C-1"

<u>Seed</u>	<u>Quantity Percent by Weight</u>	<u>Seeding Dates</u>
Crown Vetch	25	Dec. 1 - Feb.
Kentucky 31 Fescue	70	
English Rye	5	

Group "A", "B", and "C", when sown on slopes 3:1 and steeper, shall be over-seeded with Serica Lespedeza at the rate of 15 pounds per acre. Over seeding performed between February 1 and July 1 - 15 pounds per acre of scarified Serica Lespedeza shall be used with an additional 2 pounds per acre of Weeping Love Grass. Between July 1 and December 1, unhulled Serica Lespedeza shall be used at 15 pounds per acre.

Group "C-1" seed shall be used only when authorized.

22 MULCH: Use one of the following:

1. Straw or hay.
2. Wood waste, chips, or bark.
3. Erosion control matting or netting.
4. Cutback asphalt.

23 LIME. Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 mesh sieve and 50% will pass through a No. 100 mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of 4000 lbs/acre. All liming materials shall conform to the requirements of ASTM C 602.

24 FERTILIZER. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified herein, and shall meet the applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers;
- or c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be 10-10-10 commercial fertilizer and shall be spread at the rate of 300 lbs/acre.

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2.5 SOIL FOR REPAIRS. The soil for fill and topsoiling of areas is outlined in Section 02300 EARTHWORK. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the Engineer before being placed.

PART 3 CONSTRUCTION

3.1 ADVANCE PREPARATION AND CLEANUP. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris which might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage. This may include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches as a result of grading operations and, if immediately prior to seeding, the top 3 inches of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

However, when the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches. Clods shall be broken and the top 3 inches of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

3.2 DRY APPLICATION METHOD.

a. Liming. Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds which have previously been prepared as described above. The lime shall then be worked into the top 3 inches of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate which will provide not less than the minimum quantity stated in paragraph 2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 2.1 immediately after fertilizing, and the fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawnroller, weighing 40 to 65 pounds per foot of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot of width for sandy or light soils.

3.3 WET APPLICATION METHOD.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

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b. Spraying Equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons per minute at a pressure of 100 pounds per square inch. The pump shall be mounted in a line which will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet. One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds of lime shall be added to and mixed with each 100 gallons of water.

Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. Brackish water shall not be used at any time. The Contractor shall identify to the Engineer all sources of water at least 2 weeks prior to use. The Engineer may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source which is disapproved by the Engineer following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within 2 hours from the time they were mixed or they shall be wasted and disposed of at locations acceptable to the Engineer.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches, after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray which shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

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Particular care shall be exercised to insure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area. Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces which are to be mulched as indicated by the plans or designated by the Engineer, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

Mulching:

1. Apply two (2) tons per acre hay mulch.

34 MAINTENANCE OF SEEDED AREAS. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the Engineer. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the Engineer. If at the time when the contract has been otherwise completed it is not possible to make an adequate determination of the color, density, and uniformity of such stand of grass, payment for the unaccepted portions of the areas seeded out of season will be withheld until such time as these requirements have been met.

PART 4 PAYMENT

4.1 The quantity of seeding to be paid for shall be the number of acres measured on the ground surface along a horizontal plane, completed and accepted. Final payment will not be made until grass has been established.

4.2 Payment shall be made at the contract unit price per acre or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item 6	Seeding & Mulching -- per acre
--------	--------------------------------

END OF SECTION

GEOTECHNICAL REPORT

Proposed:

**OUTDOOR BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY**

Prepared For:

**BEARD & RISER ARCHITECTS, PLLC
GREENWOOD, MISSISSIPPI**

OCTOBER 2019

Prepared by:




CLYDE L. PRITCHARD, P.E.





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OCTOBER 7, 2019

BEARD & RISER ARCHITECTS, PLLC
JOHN BEARD, AIA
P.O. BOX 678
GREENWOOD, MS 38935

VIA EMAIL: jbeard@beardriser.com

RE: GEOTECHNICAL REPORT
OUTDOOR BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
ITTA BENA, MISSISSIPPI

Dear Mr. Beard:

Pritchard Engineering, Inc. appreciates the opportunity to participate as geotechnical consultant for the project captioned above. The accompanying report presents field and laboratory methods employed in accumulating data for assessment of the subsurface soils and conditions encountered. All field and laboratory procedures were accomplished in accordance with applicable ASTM standard specifications to ensure quality assurance. A description of the generalized soil stratigraphy is provided. Data generated from this effort was utilized in conjunction with site development information to formulate geotechnical recommendations for site preparation, foundation design, and construction phase testing.

The recommendations issued are based upon preliminary project information provided by Beard Riser Architects. Should the scope of work be altered, we respectfully request an opportunity to assess this geotechnical report in light of the proposed revisions. Feel free to contact us should you have any questions or comments concerning the contents of this report or if we may be of additional service.

Document transmittals:

Beard Riser Architects

(1 copy)

via: email

Respectfully,

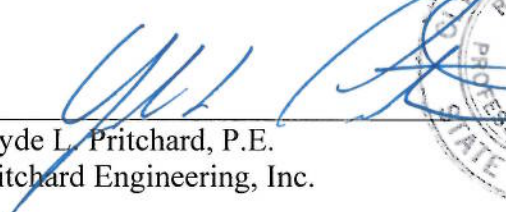

Clyde L. Pritchard, P.E.
Pritchard Engineering, Inc.



TABLE OF CONTENTS
GEOTECHNICAL REPORT
PROPOSED
OUTDOOR BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
ITTA BENA, MISSISSIPPI

<u>CONTENTS</u>	<u>PAGE</u>
PROMPT / AUTHORIZATION	4
SITE CHARACTERISTICS	4
FIELD INVESTIGATION	5
LABORATORY ANALYSIS	6
SOIL PROFILE	9
FOUNDATION RECOMMENDATIONS	11
EARTHWORK / GRADING	12
LANDSCAPING	14

APPENDIX:

- (A) UNIFIED SOIL CLASSIFICATION SYSTEM
- (B) BORING LOGS
- (C) SITE SCHEMATIC / BORING PLAN
- (D) PHOTOS

GEOTECHNICAL REPORT
PROPOSED
OUTDOOR BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
ITTA BENA, MISSISSIPPI

PROMPT / AUTHORIZATION

The proposed project involves construction of an outdoor basketball pavilion at Mississippi Valley State University. The purpose of the geotechnical investigation is to assess the general and physical characteristics of the surface and subsurface soils within the zone of influence and to make recommendations for foundation design and related construction based upon the results of the investigation. Authorization to proceed was issued by Mr. John Beard (project Architect) in accordance with the Geotechnical Services Proposal offered by Pritchard Engineering, Inc., September 13, 2019.

SITE CHARACTERISTICS

Mississippi Valley State University is located at physical address 14000 U.S. 82, Itta Bena, Mississippi. The proposed project location and site investigated is situated just east of Mississippi Hall. Hand held GPS coordinates obtained by the driller on the site are N 33° 30' 42.2" and W 90° 20' 73.3". Ground cover consists primarily of routinely mowed lawn grasses. The site topography is relatively flat and surface drainage appears poor to marginal. Photos depicting the property at the time of field exploration are presented as Appendix (D).

FIELD INVESTIGATION

Prior to drilling, utility locations were identified through the services of the Mississippi One Call System and representatives of Mississippi Valley State University.

Four (4) borings were performed at locations selected by Pritchard Engineering, Inc. in proximity of the future structure as depicted on the conceptual plan provided by Beard Riser. Field staking of boring locations was accomplished by referencing existing landmarks. Appendix (C) provides a site schematic illustrating boring locations with respect to the project limits. Drilling was accomplished by the dry auger method utilizing continuous flight auger advanced by a tractor mounted Giddings Model TS-35 hydraulic boring rig. Borings performed in proximity of the future pavilion were terminated at depths of 15 to 22 feet below the existing site elevation. Shelby tubes were advanced (See ASTM D-1587) at selected depths to provide "undisturbed" specimens for visual classification and determination of shear strength by testing in unconfined compression. Standard penetration tests (See ASTM D-1586) were also conducted at locations and intervals specified by the geotechnical engineer. The standard penetration resistance (N) value is the number of blows required to drive a standard 18-inch split-barrel sampler the final 12 inches utilizing a 140-pound hammer and a freefall height of 30 inches. Standard penetration values provide an indication of soil consistency and are utilized in formulating design recommendations through empirical relations including but not limited to bearing capacity and potential settlement under loading conditions. "N" values are depicted by depth and location on the boring logs.

Representative specimens of the various soils encountered were retrieved at changes in strata and at intervals not exceeding 2 feet in depth. Samples retrieved during the field investigation were

immediately placed in sealed containers to preserve their physical characteristics for transportation and future analysis in the laboratory.

The depth at which highly saturated soils or free water was first detected during drilling is indicated on the boring logs. Prior to closure, the depth to ground water and/or borehole caving was determined. This information is also recorded on the boring logs and was obtained after an elapsed period of approximately 2 to 4 hours.

LABORATORY ANALYSIS

Procedures employed in performing laboratory analysis were accomplished in general accordance with applicable American Society for Testing and Materials (ASTM) standard specifications for quality assurance. Tests were conducted on representative samples of the various soils encountered as designated by the Engineer. A synopsis of the tests performed including a summary of the results obtained is presented as follows:

(Soil Classification) – ASTM D-2487

All soil samples were classified both visually and in accordance with criteria stipulated by the Unified Soil Classification System. (See boring logs.) Under the Unified Soil Classification System, coarse-grained soils (gravels and sands) are classified based upon grain-size. Fine-grained materials (silts and clays) are classified on the basis of plasticity (PI) as related to the Casagrande "A" line. For your convenience, a description of the symbols employed by the Unified Soil Classification and their meaning is presented as Appendix (A). Where appropriate, dual symbols are employed to signify borderline soils.

(Water Content) – ASTM D-2216

In-situ (or field) moisture contents were determined by placing extracted samples in sealed containers immediately upon removal from the drill cavity. Field moisture contents are valuable in assessing the general subsurface conditions and in evaluating the magnitude of volume change, which might be anticipated in soils having a high shrink-swell potential. Also, the degree of wetting or drying which may be required to achieve moisture contents approaching optimum for soils involved in site grading may be estimated. Information generated from the analysis performed indicates in-situ moisture contents are within the anticipated range for the soil types encountered and climatic season. Moisture content data is presented on the boring logs as W (%).

(Liquid and Plastic Limits) – ASTM 4318

Liquid and plastic limits, commonly referred to as Atterburg Limits, were performed on representative samples of the cohesive soils encountered. The plastic limit (PL) is the moisture content representing the lower boundary range of plastic behavior of a soil. The liquid limit (LL) is the moisture content representing the upper range of plastic behavior; above which a soil will essentially have the shear strength of a fluid. Both values are expressed as percent (%) moisture. The plasticity index (PI) is the numerical difference between the liquid limit and plastic limit and is utilized in soil classification and empirical relations developed regarding volume change, strength, and permeability. Typically, soils exhibiting a high PI are susceptible to significant changes in volume (i.e. shrinkage and swelling) with fluctuations in moisture content and experience a severe loss of shear strength upon saturation. Low PI soils are relatively inactive with respect to moisture induced volume change and are normally suitable as a supporting subgrade soil. Data generated from this investigation indicates the plasticity index (PI) of the

clays identified within the upper soil horizon ranges from 23 to 47. Based on this information the higher plasticity CH soils are considered to have a moderate to high shrink-swell potential which should be considered in the design and construction of the proposed structure and related improvements. Liquid limit (LL) and PI results are also depicted by sample depth on the boring logs.

(Grain-Size Analysis) – ASTM D-422

Mechanical grain-size analysis provides the particle size distribution of the various constituents comprising the soil mass. Where necessary, this procedure may be complimented by the hydrometer test (ASTM D-422) to provide delineation of the silt and clay fractions. Results of these tests are used in classifying soils in accordance with the Unified Soil Classification System and in estimating the California Bearing Ratio (CBR), modulus of subgrade reaction (k), and permeability from empirical relations developed with respect to grain size. Results of grain size analysis are presented as the percent finer than #200 sieve in the boring logs.

(Shear Strength)

Shear strength tests were performed on undisturbed and remolded specimens of the various soils encountered. Methods employed in assessing shear strength were designated by the geotechnical engineer and are briefly summarized as follows:

➤ (Pocket Penetrometer)

Selected cohesive soil specimens were tested utilizing a pocket penetrometer. This procedure allows for a quick approximation of the unconfined compressive strength of a soil through correlation of penetration of a calibrated plunger. Results are indicated as tons

per square foot (tsf) by sample depth on the boring logs and represent the average of a minimum of four (4) readings per specimen.

➤ **(Unconfined Compression Test) – ASTM 2166**

The unconfined compression test provides a relatively quick and economical approximation of the unconsolidated and undrained shear strength of a cohesive soil. Testing involves subjecting an “undisturbed” cylindrical sample of the soil (usually extracted from a Shelby tube) to a uniformly increasing load under controlled stress or controlled strain conditions until failure is reached through shear or excessive strain. The cohesive shear strength (c) is equivalent to one-half of the maximum normal stress realized during the test effort. Specimens retrieved from the borings performed sustained maximum normal loads of 3.6 to in excess of 12.0 kips (1,000 pounds) per square foot of contact area. Test results are presented as unconfined compressive strength on the boring logs.

SOIL PROFILE

The generalized soil profile presented is based upon engineering interpretation of the boring logs and related laboratory analysis as presented in Appendix (B). Prevalent near surface soils identified at the locations investigated consist of medium to high plasticity silty clays and clays. According to the criteria stipulated by the Unified Soil Classification System, these soils are designated CH (fat clay), CL (lean clay) or borderline case thereof. The extent to which the upper soil horizon represents relatively undisturbed geologic deposition or soils imported or relocated in historical shaping of the campus is undefined. Consistency of the upper clay strata as estimated by

the driller and verified by standard penetration resistance "N" values of 6 to 12 ranges from medium stiff to stiff.

Medium plasticity sandy and/or silty clays and low to non-plastic sandy silts were intercepted at depths exceeding approximately 4 to 5 feet. Appropriate Unified Classifications for these soils are CL and ML. Standard penetration values within cohesive soils at these depths range from 7 to 9 which also reflects a medium stiff to stiff consistency. Standard penetration values realized within cohesionless soils range from 5 to 8 which reflect a loose consistency.

The soils described are superimposed on poorly graded fine silty sand(s) initially intercepted at depths of 13 to 20 feet which extended to the limits of exploration. Consistency of this deposit as estimated by the driller and verified by standard penetration values of 16 to 19 is medium dense.

The International Building Code stipulates seismic analysis will be based upon a **SITE CLASS DEFINITION** in accordance with Section 1615.1.1. Based upon the information generated from this investigation and local geology, the subject property is assigned **SITE CLASS D** – (Stiff Soil Profile).

No free water was detected as the borings were advanced or was any observed upon examination of the drill cavities 2 to 4 hours after removal of the auger. The reader is advised the field investigation was accomplished within a dry period following historic spring and summer rainfall. Migration of groundwater is common within the lower plasticity clays and silts and permeable sands and the phreatic surface is anticipated to fluctuate with the climatic season. Also, localized abnormalities in groundwater levels may result from random fill or subterranean utility installations.

FOUNDATION RECOMMENDATIONS

It is our understanding the future pavilion will consist of a steel frame structure with a tensioned fabric roof and a rigid concrete slab with playing surface. Minimal grading is anticipated to be required in site development. This investigation has revealed the prevalent near surface soils to consist of high plasticity clays (Unified Classification CH) with a moderate to high shrink-swell potential. We advise over-excavation and removal of these soils to a depth of two (2) feet within an area beneath and extending a minimum of six (6) feet beyond the perimeter of the pavilion. Backfill to design elevations should be in strict accordance with the criteria outlined under EARTHWORK/GRADING.

Having accomplished the above it is our opinion the structure may be adequately supported by cast in place reinforced concrete drilled pier foundations. Embedment lengths may be computed in accordance with applicable provisions of Chapter VIII of the REA design manual utilizing foundation loadings for the respective structure and the following soil parameters:

	<u>SOIL TYPE</u>	
	<u>CH</u>	<u>CL & ML</u>
Moist Unit Weight γ_m	130 pcf	125 pcf
Cohesive Shear Strength C	4000 psf	2800 psf
Effective Angle of Internal Friction ϕ°	0°	0°
Lateral Soil Pressure Factor (R)	400 psf/ft	200 psf/ft

A factor of safety of 2.0 is recommended with respect to ultimate capacity under design loads imposed in tension or compression. We advise the contract document provide for casing in the event groundwater is intercepted during foundation installation. All foundation components

should be adequately reinforced in accordance with applicable provisions of the American Concrete Institute (ACI).

EARTHWORK / GRADING

All excavations should be performed under the direction of a designated competent person in strict accordance with applicable provisions of the OSHA Excavation Standard. Erosion control measures should be incorporated in accordance with an approved Stormwater Pollution Prevention Plan. At the outset of construction, we advise adequate weep and diversion ditches be installed to provide for storm water control during the grading process. Subsequent to clearing and demolition, any remaining grasses and humus matter should be removed with topsoil stockpiled as needed for future use. The receiving subgrade at the bottom of over-excavation should be scarified to a minimum depth of 8 inches and compacted to a minimum of 95% of maximum dry density as determined by standard proctor (ASTM D-698).

Subgrade soils should be maintained in a moist condition prior to placement of fill materials. We advise the prepared subgrade be inspected by a representative of the geotechnical engineer and that **no unauthorized over-excavation be permitted**. Mitigation of any soft or unsuitable materials revealed during construction should be at the expressed direction of the geotechnical engineer.

On-site soils are not recommended as supporting fill beneath the structure or slab. Unless otherwise specified, imported soils required beneath the structure and slab should consist of select lean clay or clayey sand materials conforming to Unified Soil Classifications SC or CL and exhibiting a plasticity index (PI) of 8 to 16. Relocated or imported soils should be placed in

maximum loose lifts of 8 inches compacted to a minimum of 95% of maximum dry density established by standard proctor (ASTM D-698). Where compaction of fill or backfill cannot be accomplished utilizing conventional machinery such as for utility trenches or retaining walls the maximum loose lift thickness should not exceed 4".

Moisture content of all soils should be maintained at or above the laboratory optimum.

Depending on the season in which grading is accomplished, it may be necessary to aerate and dry or supplement moisture into the soils utilized in construction to achieve the specified moisture levels.

The geotechnical design criteria and recommendations presented are contingent upon materials and workmanship compliant with specifications presented herein intended to insure successful foundation and pavement performance. Quality assurance testing of earthwork, cast-in-place concrete, and asphalt is recommended to supplement Contractor quality control efforts. Pritchard Engineering, Inc. believes this service is best sponsored by the Owner or end user with reporting to the project professional. We advise field moisture-density tests be performed during construction to ensure compaction and moisture criteria are satisfied utilizing a nuclear device in accordance with ASTM D-2922. Construction phase testing should be conducted by certified technician(s) under the direction of a registered engineer. With consideration of the estimated volume of earthwork required, we advise all compaction reports be identified with respect to location and lift sequence/elevation.

Recommended minimum test frequencies are:

1 test per 2000 square feet of prepared subgrade beneath structure or slab.

1 test per 2000 square feet per 8-inch loose lift of relocated or imported fill beneath structure or slab

1 test per 2000 square feet of prepared subbase or base beneath pavements

* Where construction activities disturb supporting subgrades, these areas should be re-evaluated or tested prior to final improvements.

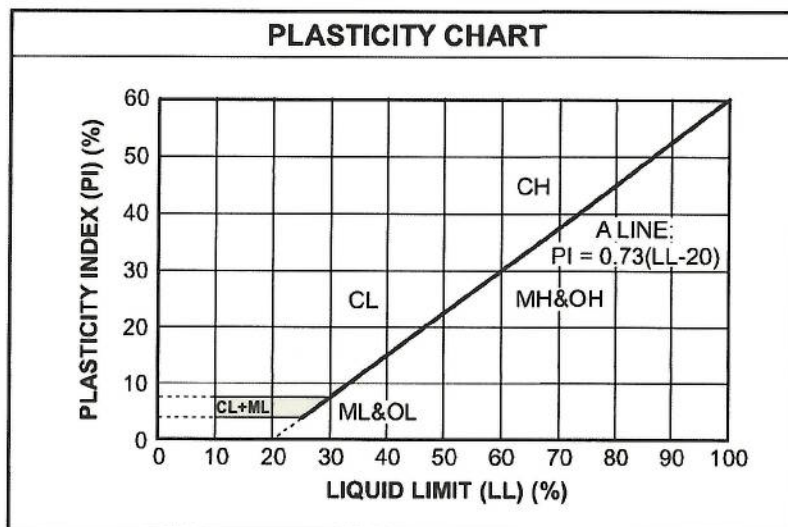
LANDSCAPING

The designer should be aware that any condition that contributes to wetting and drying of the subgrade may result in adverse volume change or prove otherwise detrimental to the foundation or slab systems. Expeditious removal of surface and stormwater is critical. Irrigation systems should be well-drained. Gutters are advised for removal of roof water. Also, the dripline of large water consuming trees and large variety evergreen shrubs should not be located within 30 feet of the proposed structure.

APPENDIX (A)

UNIFIED SOIL CLASSIFICATION SYSTEM

Major Divisions			Group Symbol	Typical Names	Classification for Coarse-Grained Soils	
Coarse-grained soils (more than half of material is larger than No. 200)	Gravels (more than half of coarse fraction is larger than No. 4 sieve size)	Clean gravels (little or no fines)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	$C_u = D_{60}/D_{10} > 4$ $C_c = 1 < D_{30}^2/D_{10} \times D_{60} < 3$	
			GP	Poorly graded gravels, gravel-sand mixtures, little or no fines	Not meeting all gradation requirements for GW	
		Gravels with fines (appreciable amt of fines)	GM	Silty gravels, gravel-sand-silt mixtures	Atterberg limits below A line or $I_p < 4$	Above A line with $4 < I_p < 7$ are borderline cases requiring use of dual symbols
			GC	Clayey gravels, gravel-sand-clay mixtures	Atterberg limits below A line or $I_p > 7$	
	Sands (more than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (little or no fines)	SW	Well-graded sands, gravelly sands, little or no fines	$C_u = D_{60}/D_{10} > 6$ $C_c = 1 < D_{30}^2/D_{10} \times D_{60} < 3$	
			SP	Poorly graded sands, gravelly sands, little or no fines	Not meeting all gradation requirements for SW	
		Sands with fines (appreciable amt of fines)	SM	Silty sands, sand-silt mixtures	Atterberg limits below A line or $I_p < 4$	Limits plotting in hatched zone with $4 < I_p < 7$ are borderline cases requiring use of dual symbols
			SC	Clayey sands, sand-clay mixtures	Atterberg limits below A line or $I_p > 7$	
Fine-grained soils (more than half of material is smaller than No. 200)	Sils and clays (liquid limit < 50)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts with slight plasticity	1. Determine percentages of sand and gravel from grain-size curve. 2. Depending on percentages of fines (fraction smaller than 200 sieve size), coarse-grained soils are classified as follows: Less than 5% - GW, GP, SW, SP More than 12% - GM, GC, SM, SC 5 to 12% - Borderline cases requiring dual symbols.		
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays			
		OL	Organic silts and organic silty clays of low plasticity			
	Sils and clays (liquid limit > 50)	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts			
		CH	Inorganic clays of high plasticity, fat clays			
		OH	Organic clays of medium to high plasticity, organic silts			
	Highly organic soils	Pt	Peat and other highly organic soils			



APPENDIX (B)

BORING LOGS



PROJECT NO. 5971 G-1711
OUTDOOR BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
ITTA BENA, MISSISSIPPI

BORING NO. 1
 ELEVATION
 DRILLED 09/27/19
 DRILLER SM

DEPTH (FT)	SAMP (FT)	SR	VISUAL CLASSIFICATION / REMARKS	CONSIST.	SPT (N)	w %	LL	PI	-200 %	UNIFIED CLASS	q _u (tsf)
0			Grass								
1			Brown & gray <u>CLAY</u>	Stiff		9				CH	
2											
3	2-3.5	X		Stiff	11	17	60	42		CH	6.0+
4											
5	5-6.5	X	Brown & gray silty <u>CLAY</u>	Stiff	9	20	41	25		CL	3.4
6											
7			Fine sandy below 7'	M. Stiff		15				CL	
8											
9				M. Stiff		18				CL	
10											
11	10-11.5	X		M. Stiff	7	24	36	16		CL	1.8
12											
13				M. Stiff		15				CL	
14											
15	15-16.5	X		M. Stiff	7	16				CL	2.1
16											
17				M. Stiff		12				CL	
18											
19				M. Stiff		12				CL	
20											
21	20-21.5	X	Gray-Brown fine silty <u>SAND</u>	M. Dense	16	8		NP	25	SM	
22			BORING TERMINATED								
23											
24											
25											

SAMPLE RETRIEVAL (SR)

<input type="checkbox"/>	DRY AUGER.....ASTM D-1452
<input type="checkbox"/>	SHELBY TUBE.....ASTM D-1582
<input checked="" type="checkbox"/>	PENETRATION TEST.....ASTM D-1586

WATER OBSERVATION (S)

NONE ENCOUNTERED	<input checked="" type="checkbox"/>
FT. AFTER	HRS.
BOREHOLE CAVED AT	FT.



PROJECT NO. 5971 G-1711
OUTDOOR BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
ITTA BENA, MISSISSIPPI

BORING NO. 2
 ELEVATION _____
 DRILLED 09/27/19
 DRILLER SM

DEPTH (FT)	SAMP (FT)	SR	VISUAL CLASSIFICATION / REMARKS	CONSIST.	SPT (N)	w %	LL	PI	-200 %	UNIFIED CLASS	q _n (tsf)
0			Grass								
1			Brown & gray silty <u>CLAY</u>	M. Stiff		8				CL-CH	
2											
3	2-3.5	X		M. Stiff	6	17	53	37		CH	6.0+
4											
5				M. Stiff		22				CH	
6			Brown fine sandy silty <u>CLAY</u>	M. Stiff		18				CL	
7											
8				M. Stiff		17				CL	
9											
10				M. Stiff		18				CL	
11	10-11.5	X	Brown fine sandy <u>SILT</u>	Loose	5	19		NP	65	ML	
12											
13				Loose		19		NP		ML	
14			Gray-Brown fine silty SAND	M. Stiff		22				SM	
15			BORING TERMINATED								
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											

SAMPLE RETRIEVAL (SR)

<input type="checkbox"/>	DRY AUGER.....ASTM D-1452
<input type="checkbox"/>	SHELBY TUBE.....ASTM D-1582
<input checked="" type="checkbox"/>	PENETRATION TEST.....ASTM D-1586

WATER OBSERVATION (S)

NONE ENCOUNTERED	X
FT. AFTER	HRS.
BOREHOLE CAVED AT	FT.



PROJECT NO. 5971 G-1711
OUTDOOR BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
ITTA BENA, MISSISSIPPI

BORING NO. 3
 ELEVATION
 DRILLED 09/27/19
 DRILLER SM

DEPTH (FT)	SAMP (FT)	SR	VISUAL CLASSIFICATION / REMARKS	CONSIST.	SPT (N)	w %	LL	PI	-200 %	UNIFIED CLASS	q _u (tsf)
0			Grass								
1			Brown & gray <u>CLAY</u>	Stiff		10				CH	
2											
3	2-3.5	X		Stiff	12	19	67	47		CH	6.0+
4											
5				Stiff		16				CH	
6	5-6.5	X	Brown & gray silty <u>CLAY</u>	M. Stiff	7	15	32	16		CL	3.0
7											
8			Fine sandy below 8'	M. Stiff		22				CL	
9											
10				M. Stiff		22				CL	
11	10-11.5	X	Brown fine sandy <u>SILT</u>	Loose	8	23		NP	77	ML	
12											
13				Loose		17		NP		ML	
14											
15	15-16.5	X		Loose	7	11		NP	75	ML	
16											
17				Loose		12		NP		ML	
18											
19				Loose		12		NP		ML	
20											
21	20-21.5	X	Gray fine silty <u>SAND</u>	M. Dense	19	18		NP	42	SM	
22			BORING TERMINATED								
23											
24											
25											

SAMPLE RETRIEVAL (SR)

<input type="checkbox"/>	DRY AUGER.....ASTM D-1452
<input type="checkbox"/>	SHELBY TUBE.....ASTM D-1582
<input checked="" type="checkbox"/>	PENETRATION TEST.....ASTM D-1586

WATER OBSERVATION (S)

NONE ENCOUNTERED	<input checked="" type="checkbox"/>
FT. AFTER	HRS.
BOREHOLE CAVED AT	FT.



PROJECT NO. 5971 G-1711
OUTDOOR BASKETBALL PAVILION
MISSISSIPPI VALLEY STATE UNIVERSITY
ITTA BENA, MISSISSIPPI

BORING NO. 4
 ELEVATION _____
 DRILLED 09/27/19
 DRILLER SM

DEPTH (FT)	SAMP (FT)	SR	VISUAL CLASSIFICATION / REMARKS	CONSIST.	SPT (N)	w %	LL	PI	-200 %	UNIFIED CLASS	q _u (tsf)
0			Grass								
1			Brown & gray silty <u>CLAY</u>	M. Stiff		11				CL	
2											
3	2-3.5	X		M. Stiff	7	19	42	23		CL	3.4
4											
5				M. Stiff		17				CL	
6											
7				M. Stiff		22				CL	
8											
9				M. Stiff		17				CL	
10											
11	10-11.5	X	Brown fine sandy <u>SILT</u>	Loose	6	13		NP		ML	
12											
13				Loose		13		NP		ML	
14											
15			BORING TERMINATED	Loose		12		NP		M	
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											

SAMPLE RETRIEVAL (SR)

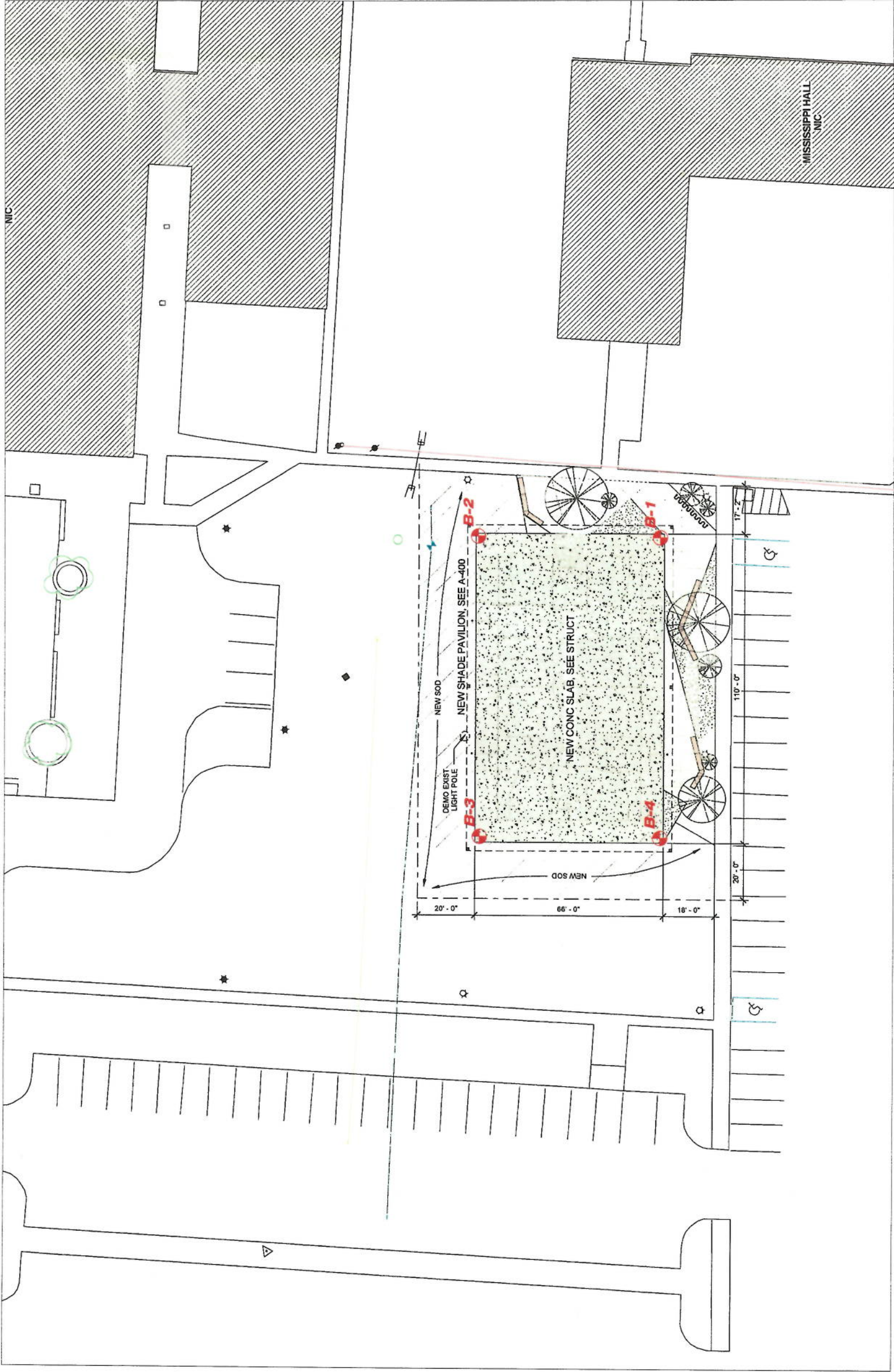
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<input type="checkbox"/>	SHELBY TUBE.....ASTM D-1582
<input checked="" type="checkbox"/>	PENETRATION TEST.....ASTM D-1586

WATER OBSERVATION (S)

NONE ENCOUNTERED	<input checked="" type="checkbox"/>
FT. AFTER	HRS.
BOREHOLE CAVED AT	FT.

APPENDIX (C)

SITE SCHEMATIC / BORING PLAN



NOT TO SCALE



LEGEND



MVSU BASKETBALL PAVILLION

ITTA BENA, MISSISSIPPI

BORING PLAN

CLIENT:

BEARD & RISER ARCHITECTS, PLLC

GREENWOOD, MISSISSIPPI

100 MILEY DR.	DRAWN BY:	CM
STARKVILLE, MS	CHECKED BY:	CLP
39760	DATE:	10/07/2019
662.324.2205	SCALE:	NOT TO SCALE
	PROJ. #:	5971G-1711-19
	DWG #:	5971 BP

APPENDIX (D)

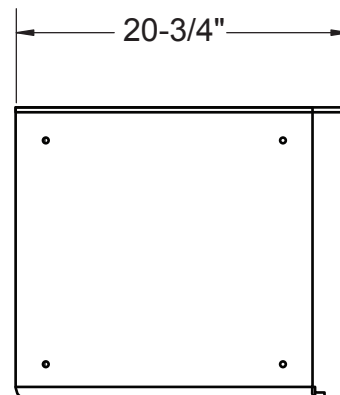
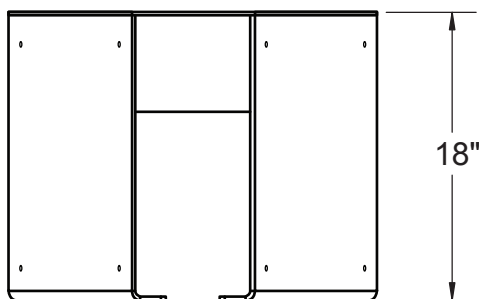
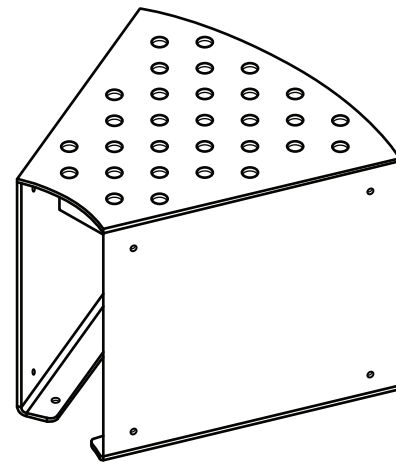
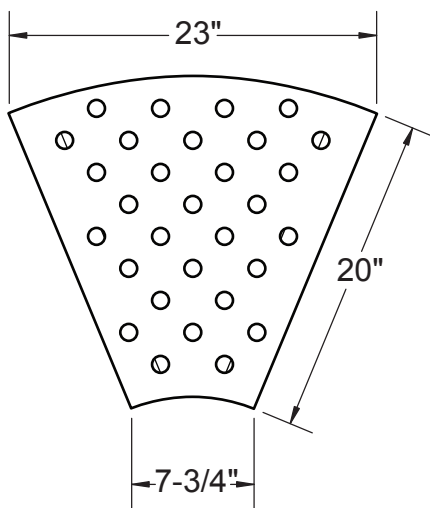
PHOTOS



Model # 14-P2

Dimension Sheet

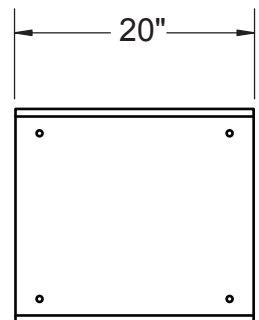
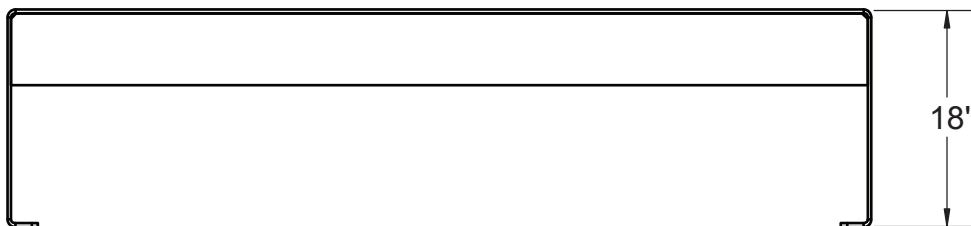
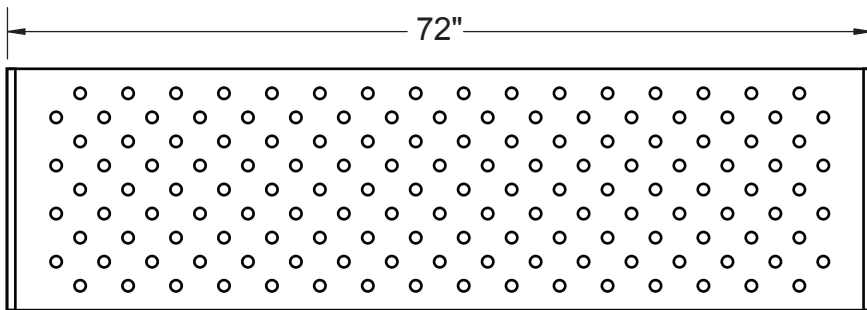
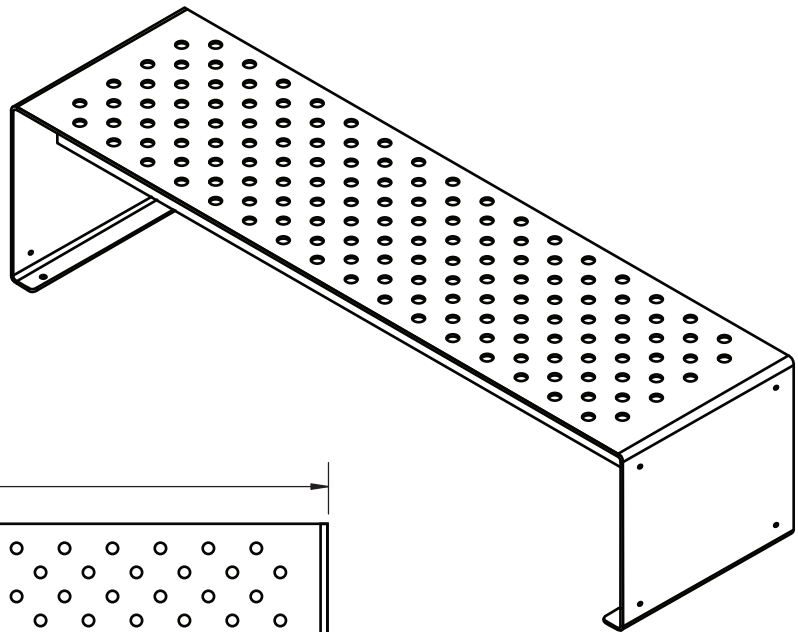
PASADENA MODULAR BENCH SEATING SYSTEM



Model # 15-P6

Dimension Sheet

PASADENA MODULAR BENCH SEATING SYSTEM





[Back](#)

MORE MEGA SPECS

FX PRO

FX 72

FX 60

DIMENSIONS

Maximum System Height (top of backboard): 12.8 ft

Rim Height: 10 ft

Total System Weight: 635 lbs

Total Width: 72"

Depth (overhang): 48"

PLAYABILITY

BACKBOARD

72" x 42"

72"-wide regulation pro-style backboard

½-inch regulation pro-style tempered glass

Clear-view backboard design (clearer than competition I-frame style)



18" Diameter Rim™)

18" Diameter

25.3" Depth (from backboard)

1100 lbs of Torque

RIGIDITY

8" X 6" MAIN POLE

Monster-sized for every game

DIRECT-CONNECT RIM

Attaches directly to extension arm

TOTAL WEIGHT

635 lbs

SUPPORT GUSSETS

12

DURABILITY

DUPLEX COATING SYSTEM

Hot dip zinc galvanization + powder coated steel

STAINLESS STEEL HARDWARE

Rust protection on nuts and bolts (anchor bolts are galvanized).

ADVANCED ARM ASSEMBLY

Reinforced design keeps support bolt working



GLASS PROTECTION FRAME

2" diecast aluminum backboard frame

SAFETY

COLLEGIATE FLEX® RIM

Single Pivot® Design flexes front to back (upgrade to 180-Pro Rim™ available)

HIDEAWAY NET®

Recessed net attachment system to rim

2" THICK PADDING

Custom-fitted for pole and base

1" BACKBOARD PAD

Protects heads for play underneath

PRODUCTS

MegaSlam XL

MegaSlam 72

SUPPORT

Contact Us

Installation

COMPANY

Mega Difference

Video Gallery

[FX Pro](#)[Backboard Protection](#)[Terms & Conditions](#)[FX 72](#)[Court Dimensions](#)[Privacy Policy](#)[FX 60](#)[Replacement Parts](#)[Accessories](#)[Warranty & Returns](#)

[Ready to talk? 877-321-MEGA](#)

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MISSISSIPPI VALLEY STATE UNIVERSITY BASKETBALL PAVILION

14000 US-82, Itta Bena, MS 38941

BID SET



PROJECT TEAM:

OWNER
MISSISSIPPI VALLEY STATE UNIVERSITY
14000 US-82
ITTA BENA, MS 38941

ARCHITECT
BEARD + RISER ARCHITECTS PLLC

GREENWOOD OFFICE
201 MAIN STREET
GREENWOOD, MS 38930
662-455-2581

OXFORD OFFICE
1415 UNIVERSITY AVENUE
OXFORD, MS 38655

APPLICABLE CODES
2012 ICC INTERNATIONAL BLDG CODE

SHEET LIST	
#	NAME
G-002	SURVEY
G-001	NOTES
A-101	OVERALL SITE PLAN
A-102	ARCHITECTURAL SITE PLAN
A-103	FLOOR PLAN
A-104	STRIPING PLAN
A-105	TENSILE MEMBRANE STRUCTURE

MVSU BASKETBALL PAVILION
14000 US-82, Itta Bena, MS 38941

NO.	DATE	DESCRIPTION	BY

BID SET	8-19-21
ISSUE DATE	

GREENWOOD - OXFORD
MISSISSIPPI
662.455.2581

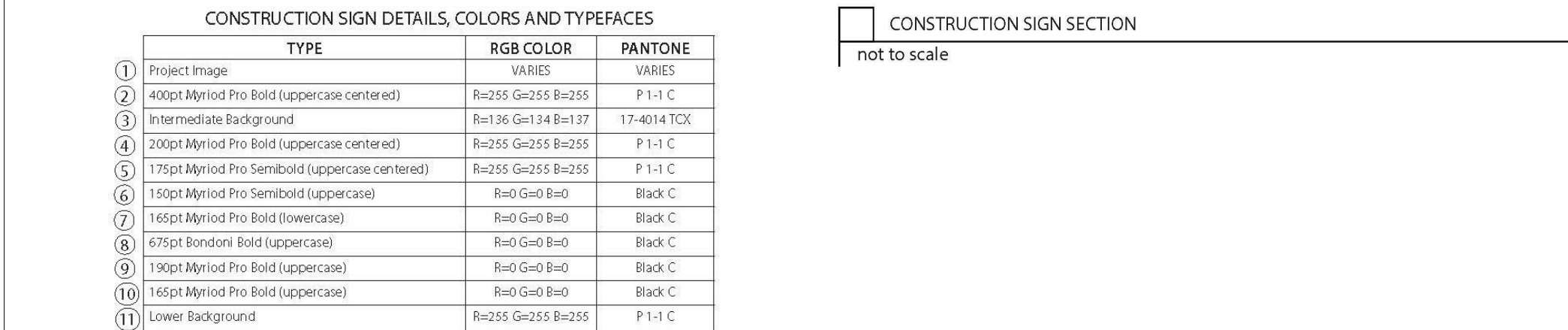
B+R
BEARD + RISER
ARCHITECTS PLLC

COVER
SHEET

G-000

#	Pound / Number	EJ	Expansion Joint	LAB	Laboratory
A	Abutment	EL	Elevation	LAM	Laminated
AB	Abutment	ELC	Electrical	LAT	Lay-Up / Accutural Tie
A	Amperes	ELV	Elevator or Elevation	LAV	Lavatory
ABV	Anchor Bolt	ENCL	Enclosure	LB/SJ	Lead
ABV	Above	EMERG	Emergency	LH	Left Hand
AC	Air Conditioning	ENG	Engineer	LHR	Left Hand Reverse
AC	American Concrete Institute	EP	Electrical Panel	LH	Locker
ACOUS	Acoustical	EPDM	Ethylene Propylene Diene M-Class Roofing	LL	Low Lead
AD	Adhesive	EQ	Equal	LO	Location
AD	Aides Drain	EQJ	Earthquake Joint	LO	Location
AD	Addition Off Addendum	EQUR	Equipment	LOC	Local
ADJ	Adjustable	ETC	ET Cetera	LONG	Longitudinal
ADJ	Above Finished Floor	ETR	Extending to Remain	LOW	Low Point
AFG	Above Finished Grade	EW	Each Way / Eyes Wash	LLBB	Long Legs Back to Long
AG	Above Grade	EWG	Electric Water Cooler	LLV	Long Legs Back to Long
AGR	Aggrigate	EXC	Excavate / Excavation	LSG	Laminated Safety Glass
AHU	Air Handling Unit	EXH	Exhaust	LT	Light
AI	American Institute of Steel Construction	EXIST	Existing	LTWG	Light Weight
ALM	Aluminum	EXP	Expansion	MACH	Machine
ALT	Alternate	EXP-JT	Expansion Joint	MAINT	Maintenance
ANOD	Anodized	EXT	Exterior	MAS	Masonry
ADR	Architect of Record	EXTN	Extension(s)	Mat	Mat / Material
AP	Access Panel	EXTN	Extended	MAX	Maximum
APPL	Appliance(s)	F	Farenheit	MB	Marker Board
APPROX	Approximate	FA	Fire Alarm	MC	Medium
ARCH	Architectural	FAB	Fabricate	MCM	Mineral Core Wood
ASPH	Asphalt	FBS	Fire Barikel / Fire Bar	MEF	Medium Density Fiberglass
AVG	Average	FBD	Fiber Board	MDO	Medium Density Overlay
AVG	Bottom of Curb	FCD	Floor Drain / Fire Department	MFR	Manufacture
BD	Board	FDC	Fire Department Connection	MO	Masonry Opening
BFD	Bifid Door	FDN	Foundation	MECH	Mechanical
B	Black top	FE	Fire Extinguisher	MEMB	Membrane
BLTUM	Blutuminous	FEC	Fire Extinguisher Cabinet	MET	Metal
BUD	Building	FEC	Fire Extinguisher Cabinet	MFR	Manufacture / Manufactured
BLK	Block	FF	Factory Finish	MH	Manhole
BLK	Blocking	FG	Frost Glass	MN	Minnesota
BOF	Bottom of Footing	FH	Fire Hydrant	MISC	Miscellaneous
BM	Beam	FHC	Fire Hose Cabinet	MPO	Masonry Opening
BO	Bottom Of	FHMS	Flat Head Machine Screw	MS	Miles per Hour
BDS	Base of Design	FIC	Furnish and Installed by Contractor	MRGBW	Moisture-Resistant Gypsum Wall Board
BDD	Bottom	FIN	Finish	M	Metric
BRS	Bearing	FIO	Furnished and Installed by Owner	MTL	Metal
BSMT	Basement	FIT	Furnished and Installed by Tenant	MU	Mulch
BTWN	Between	FIXT	Fixture	N	North
BUR	Burial	FLASH	Flashing	N-S	North-South
BUR	Build-up	FLR	Floor	NC	Not In Contact
BOV	Bottom of Wall	FLUR	Fluorescent	NO	Number
BYND	Beyond	FM	Filled Metal / From	NOM	Not On Map
C	Capacity / Centigrade	FO	Face Of	NTS	Not To Scale
C	Center	FOB	Face of Brick / Freight On Board	OC	On Center
CAB	Cabinet	FOC	Face of Concrete	OS	Obscure
CAP	Capacity	FOF	Face of Finish	OS	On Center
CD	Celling Drywall	FOS	Face of Stud	OD	Outside Diameter
CEM	Cement	FND	Foundation	OFD	Overflow Drain
CEM	Ceramic	FR	Fire Proofing	OFC	Owner furnished, owner installed
CFGI	Contractor furnished, contractor installed	FR	Fire Resistant / Freezer	OFCI	Owner furnished, contractor installed
CFI	Contractor Furnished Metal Framing	FRG	Full Size Reinforced Gypsum	OP	Opening
CG	Corner Guard	FS	Full Size	OPNG	Opening
CH	Chair	F/F	Floor / Floor	OSP	Orientation
CHNL	Channel	FTG	Footing	OSB	Oriented Strand Board
CHRL	Chair Rail	FTC	Furnished by Tenant Installed by Contractor	OSHA	Occupational Safety & Health Administration
CI	Concrete Insulation / Cast iron	FURN	Furniture / Furniture / Furnish	OZ	Ounce
CI	Cast in Place	FURR	Furring	P	Power
CI	Control Joint	FUT	Futility	PA	Public Address
CL	Center Line	FWP	Flat Wall Panel	PAF	Power Actuated Fastener
CL	Celling	FV	Field Verify	PAB	Particulate
CLG	Clanking	G	Gas	PB	Pipeboard
CLC	Clear	GAB	Gravel Aggregate Base	PBB	Particulate Board
CLST	Clas	GALV	Galvanized	PC	Precast
CMU	Concrete Masonry Unit	GB	Grab Bar	PCB	Pre-Cast
CNT	Counter	GBS	3/8" Long Grab Bar	PCD	Pre-Cast
CO	Cased Opening	GBL	1/2" Long Grab Bar	PCP	Pre-Cast
CO	Causeway	GBL	1/2" Long Grab Bar	PCD	Pre-Cast
COMP	Compacted	GC	General Contractor	PERM	Perimeter
COMP	Compressible	GD	Garbage Disposal	PERP	Perimeter
CONC	Concrete	GERFC	Glass Fiber Reinforced Concrete	PH	Phase
CONC	Condition	GERFG	Glass Fiber Reinforced Gypsum	PL	Plate / Property Line
CONN	CONNECTION	GRFP	Glass Fiber Reinforced Polymer / Plaster	PLAM	Plaster
CONSTR	Construction	GL	Glass	PLAS	Plaster
CONSTR	Construction	GLAM	Glass-laminated Wood	PLUMB	Plumbing
COORD	Coordinate	GND	Ground	PLYWD	Plywood
COORD	Coordinate	GR	Grout	PNL	Panel
CPT	Cold Rolled	GRAN	Granular	PNT	Paint / Painted
CPT	Cold Rolled	GWB	Gypsum Wall Board	POL	Polished
CT	Ceramic Tile	GYP	Gypsum	PP	Push Plate
CTR	Center	GYPB	Gypsum Board	PR	Pre

EB	Expansion Bolt
EF	Each Face / Exhaust Fan



COMPRESSED CARPET: 1/4" MAX. BELOW THRESHOLD
FIN FLOOR LEVEL

A TRANSITION BETWEEN FLOOR FINISHES

B THRESHOLD

C LEVEL CHANGES

NOTES:

- 1/2" MAXIMUM TOTAL HEIGHT WITH 1/4" MAXIMUM VERTICAL CHANGE AT EDGE.
- 1 : 2 SLOPED BEVEL REQUIRED IF LEVEL CHANGE IS OVER 1/2" VERTICAL LEVEL CHANGE.
- 1/4" MAXIMUM VERTICAL LEVEL CHANGE.

1 THRESHOLD/ LEVEL CHANGE
scale: NOT TO SCALE

A HANDRAIL **B GRAB BAR**

2 REACH LIMITS
scale: NOT TO SCALE

3 HEIGHT REQUIREMENTS
scale: NOT TO SCALE

4 TYPICAL ADULT BATHROOM ACCESSORY HEIGHTS
scale: NOT TO SCALE

5 TYPICAL BATHROOM REQUIREMENTS
scale: NOT TO SCALE

NOTES:

- X SHALL BE ≤ 25"; Z SHALL BE = X.
- WHEN X IS < 20", THEN Y SHALL BE 48" MAXIMUM.
- WHEN X IS 20" - 25", THEN Y SHALL BE 44" MAXIMUM.

NOTES:

- HOT WATER AND DRAIN PIPES UNDER THE LAVATORY SHALL BE INSULATED OR CONFIGURED TO PROTECT AGAINST CONTACT. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER THE LAVATORY.
- Faucets shall be lever operated. PUSH-TYPE ELECTRICAL SELF-CLOSING VALVES SHALL REMAIN OPEN FOR AT LEAST 16 SECONDS.
- MIRRORS SHALL BE MOUNTED WITH THE BOTTOM EDGE OF THE REFLECTING SURFACE NO HIGHER THAN 40 INCHES ABOVE THE FINISH FLOOR.

CLEARANCE NOTES:

- 20" CLR. BETWEEN LAVATORY AND EDGE OF WATER CLOSET TANK LID WHEN TANK WATER CLOSET OCCURS.
- 28" MIN. CLR. TO EDGE OF BOWL WHEN FLUSH-VALVE WATER CLOSET OCCURS.
- 28" MIN. CLR. BETWEEN LAVATORY TO FURTHEST PROTRUDING EDGE OF WATER CLOSET (TYPICAL).

Figure 10.1 illustrates various symbols used in architectural drawings. The symbols are arranged in two columns. The left column contains symbols for exterior elevation, interior elevation, enlarged detail, section marker, room tag, wall type, door number, window type, and key notes. The right column contains labels for these symbols: EXTERIOR ELEVATION, INTERIOR ELEVATION, ENLARGED DETAIL, SECTION MARKER, ROOM TAG, WALL TYPE, DOOR NUMBER, WINDOW TYPE, and KEY NOTES.

- EXTERIOR ELEVATION:** A diamond shape with a square in the center. The square is labeled 'A101' and '1'. The diamond is labeled 'Ref' and '1'. Labels include 'NAME', 'DRAWING', 'Ref', 'SHEET', and 'Ref'.
- INTERIOR ELEVATION:** A diamond shape with a square in the center. The square is labeled 'A101' and '1'. The diamond is labeled 'Ref' and '1'. Labels include 'NAME', 'DRAWING', 'Ref', 'SHEET', and 'Ref'.
- ENLARGED DETAIL:** A circle with a square in the center. The square is labeled 'A101' and '1'. The circle is labeled 'SIM' and '1'. Labels include 'DRAWING', 'DRAWING APPLICATION', 'SIM', 'SHEET', and 'SIM'.
- SECTION MARKER:** A diamond shape with a square in the center. The square is labeled 'A101' and '1'. The diamond is labeled 'SIM' and '1'. Labels include 'DRAWING', 'DRAWING APPLICATION', 'SIM', 'SHEET', and 'SIM'.
- ROOM TAG:** A rectangle with a square in the center. The square is labeled 'A101' and '1'. The rectangle is labeled 'Room name', 'ROOM NAME', 'ROOM NUMBER', '101', '150 SF', and 'AREA'.
- WALL TYPE:** A diamond shape with a square in the center. The square is labeled '11'.
- DOOR NUMBER:** A rectangle with a square in the center. The square is labeled '101'.
- WINDOW TYPE:** A diamond shape with a square in the center. The square is labeled '1t'.
- KEY NOTES:** A diamond shape with a square in the center. The square is labeled '01'.

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Itta Bena

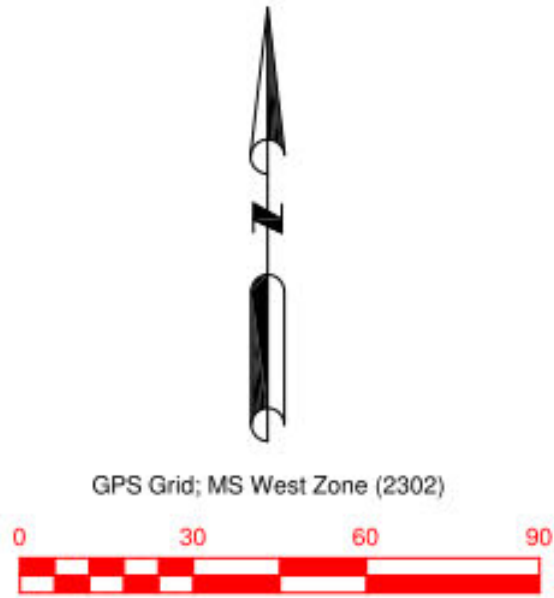
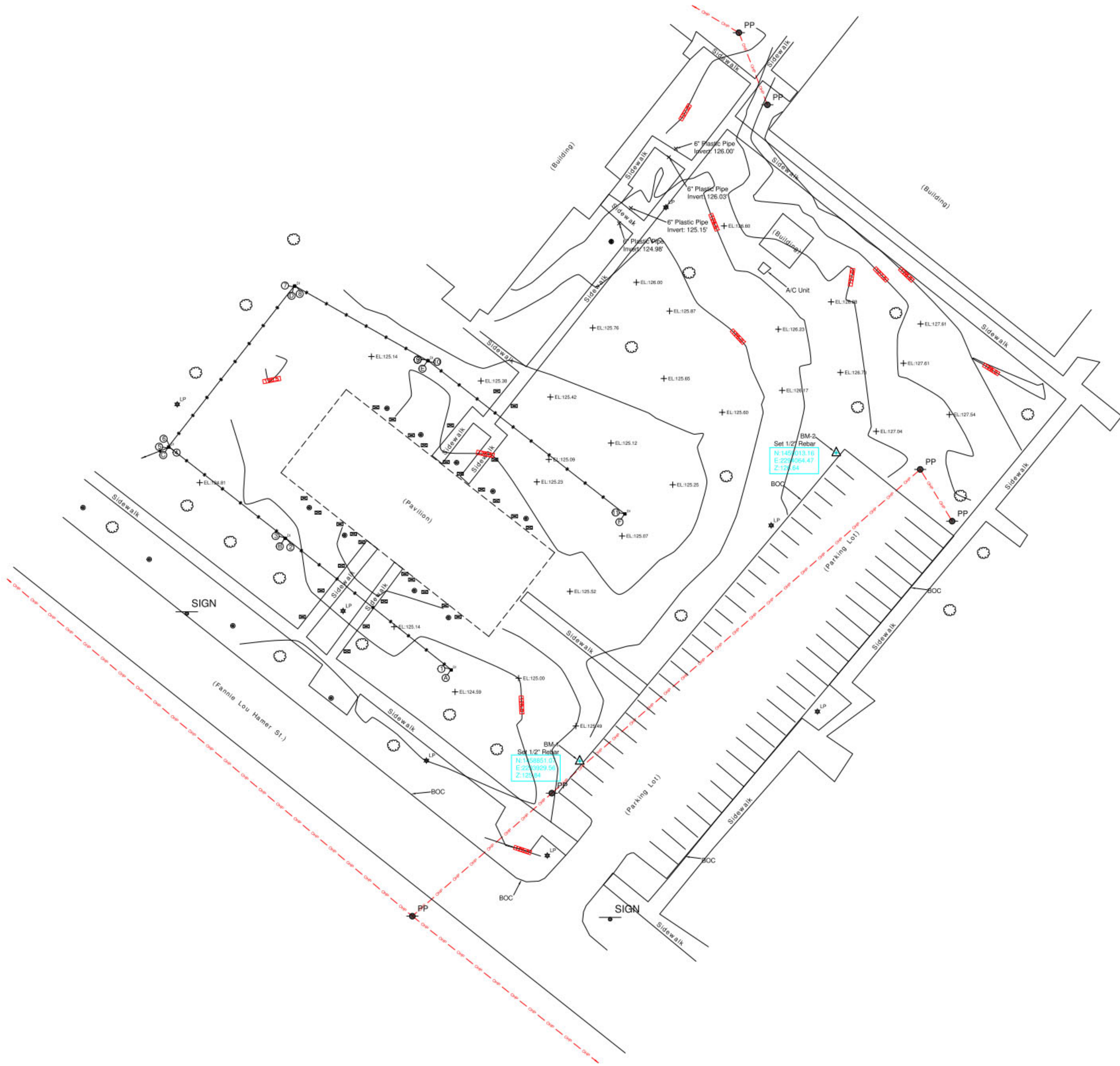
NOT TO SCALE

Legend			
	Bench		Concrete Pillar
	Overhead Power		Survey Control Point
	Storm Drain Inlet		Light Pole
	Power Pole		Sewer Manhole
	Tree		Water Valve

Notes:
1) All utilities referenced and located herein are from on site visible observations only.
2) University of Southern Mississippi SBN, (Geoid Model G18U5) was used to establish GPS, GNA, State Plane Coordinates for MS West Zone 2302, NAD83 and NAVD 88. Based from: BM-1 Convergence: (-) 00'00'17.30392", Combined Factor: 0.999948112.
3) Date of Field Survey: July 19, 2021.
4) Survey Field Crew: J. Beck
5) The purpose of this survey was to provide a map of current site contours and visible utility locations for future construction. Per Clients Specifications.

Pipe Invert Table

- A) 2'x2' Metal Grate Elevation: 124.08'
1. Invert 14" Plastic Pipe Elevation: 122.13'
- B) 2'x2' Metal Grate Elevation: 123.88'
2. Invert 14" Plastic Pipe Elevation: 121.64'
3. Invert 14" Plastic Pipe Elevation: 121.66'
- C) 2'x2' Metal Grate Elevation: 123.75'
4. Invert 14" Plastic Pipe Elevation: 121.35'
5. Invert 14" Plastic Pipe Elevation: 121.37'
6. Invert 14" Plastic Pipe Elevation: 121.35'
- D) 2'x2' Metal Grate Elevation: 123.79'
7. Invert 14" Plastic Pipe Elevation: 121.52'
8. Invert 14" Plastic Pipe Elevation: 121.58'
- E) 2'x2' Metal Grate Elevation: 124.28'
9. Invert 14" Plastic Pipe Elevation: 122.01'
10. Invert 14" Plastic Pipe Elevation: 122.05'
- F) 2'x2' Metal Grate Elevation: 124.38'
11. Invert 14" Plastic Pipe Elevation: 122.52'



Mississippi Valley State University
Itta Bena, MS

DRAWN	DATE	Precise Land Services, LLC.
JDB	7/29/21	PO Box 91
APPROVED	DATE	Carrollton, MS 38917
MCB	7/29/21	662-237-4448
SCALE	SHEET	PROJECT NO.
1" = 30'	1 of 1	45072021



Marshall Clayton Beckwith, PLS# 3057

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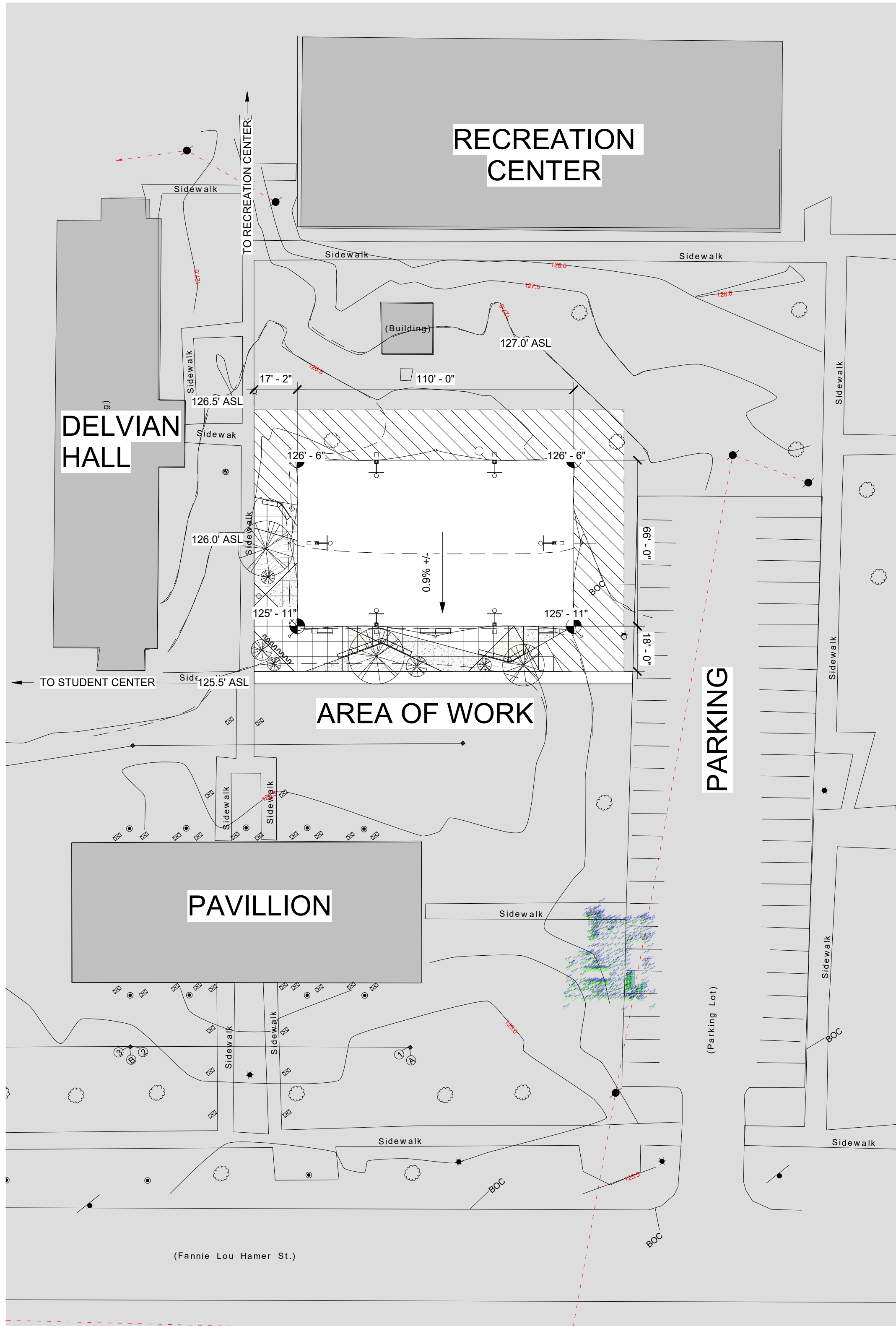
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SURVEY

G-002

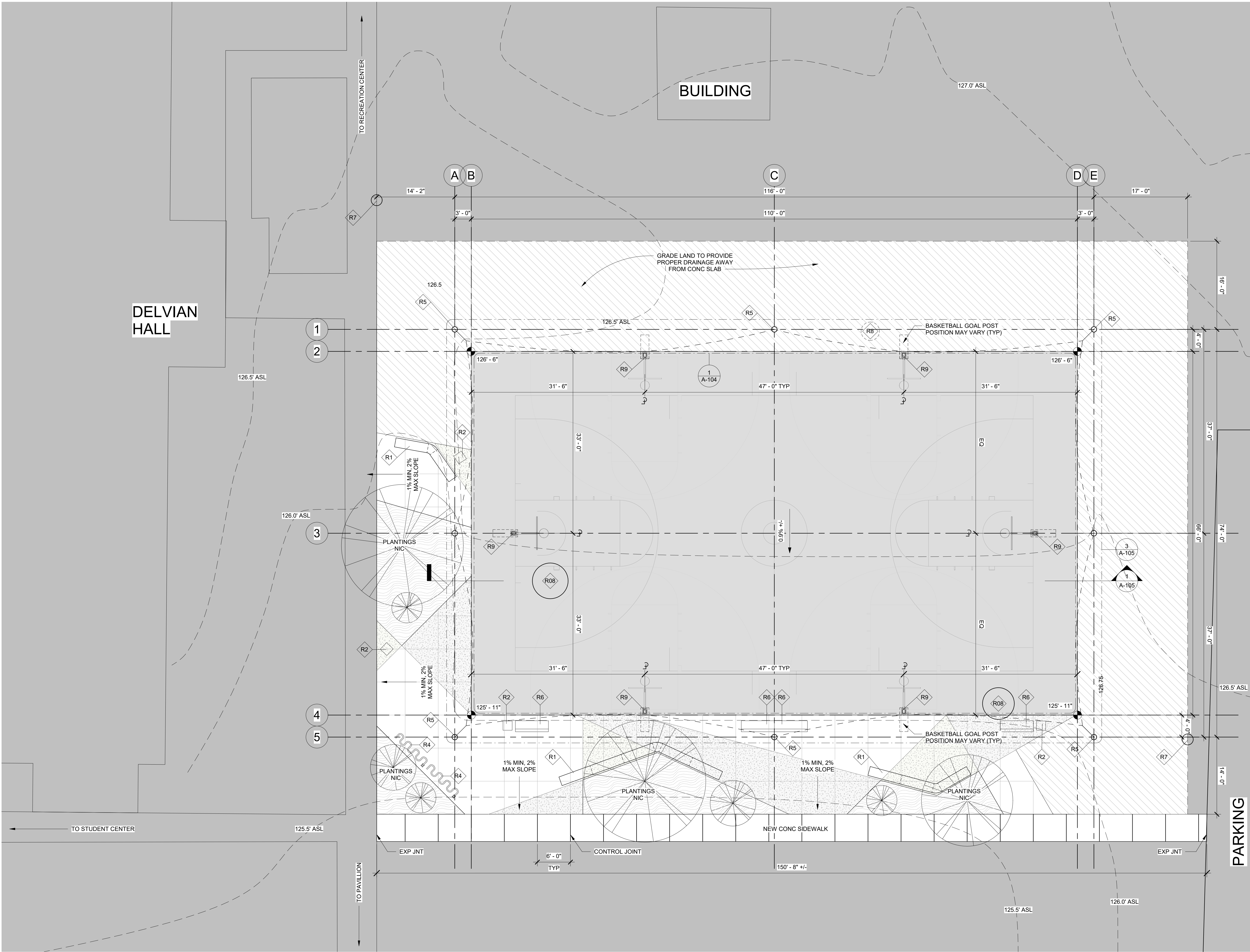


1 SITE PLAN
1/32" = 1'-0"



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1 SITE PLAN
1/8" = 1'-0"

RENOVATION LEGEND

- AREA NIC
- NEW CONC
- CONC COLOR 1 (GREEN)
- CONC COLOR 2 (DARK GREY)
- HIGH PERFORMANCE COATING, SEE A-101
- NEW PLANT BED, PLANTINGS, NIC
- NEW SOD (SEEDING), REFER TO SPECS, ALLOWANCE #2
- R1 NEW MODULAR BENCH SYSTEM, REFER TO SPECS, ALLOWANCE #1
- R2 NEW WASTE RECEPTACLE, OFCI, REFER TO SPECS, ALLOWANCE #1
- R3 NEW BASKETBALL COURT STRIPING
- R4 NEW BIKE RACK, OFCI, REFER TO SPECS, ALLOWANCE #1
- R5 TENSILE MEMBRANE STRUCTURE (13 31 23)
- R6 NEW SPORTS BENCH, OFCI, REFER TO SPECS, ALLOWANCE #1
- R7 EXIST LIGHT POLE TO REMAIN
- R8 DEMO EXIST TREE
- R9 NEW BASKETBALL GOAL (11 66 23)

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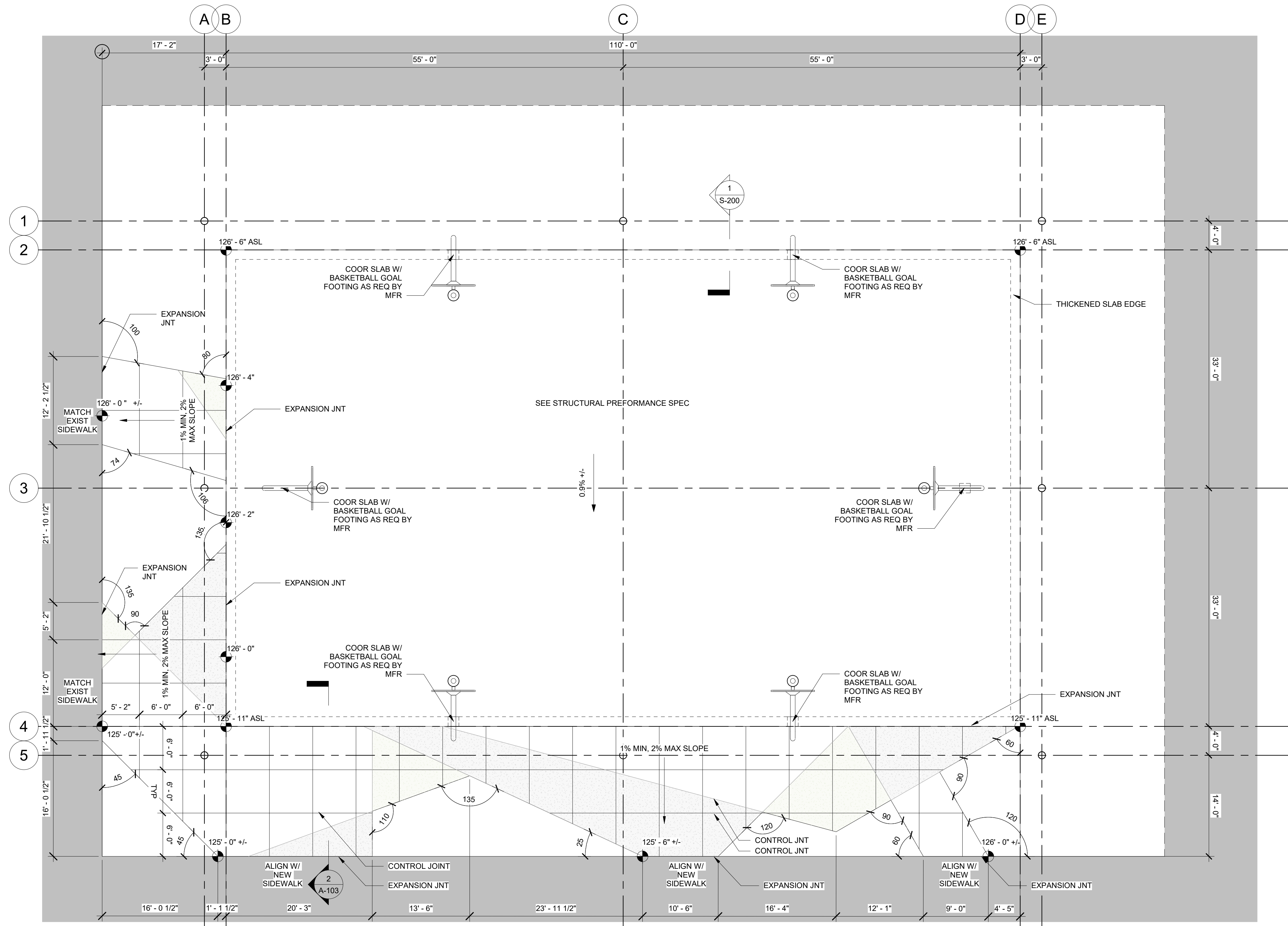
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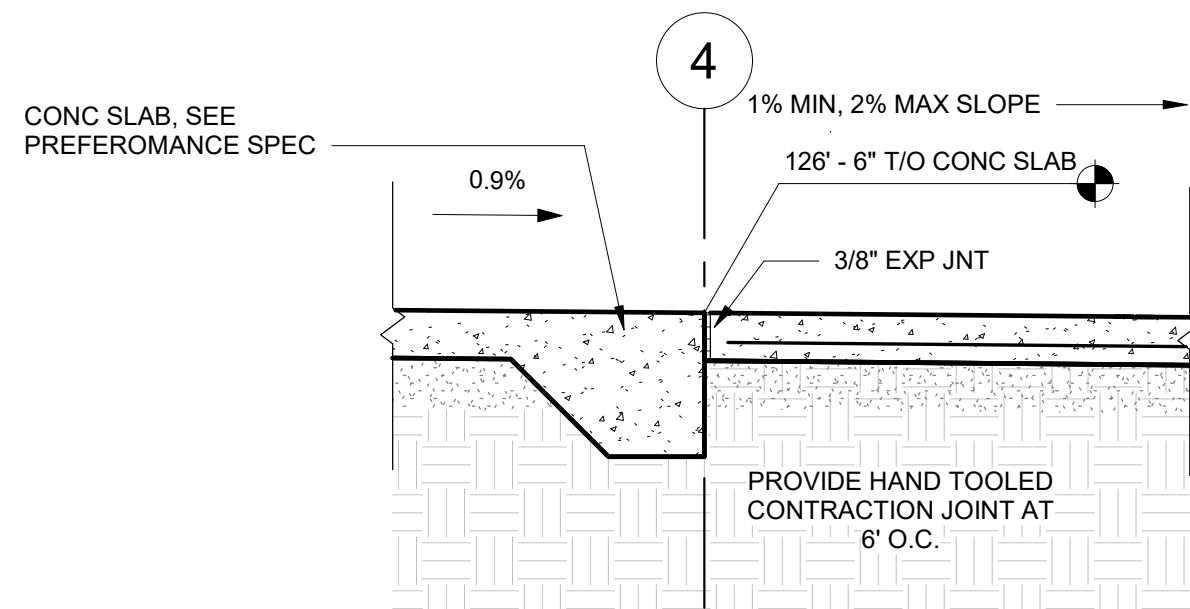
ARCHITECTURAL
SITE PLAN

A-102

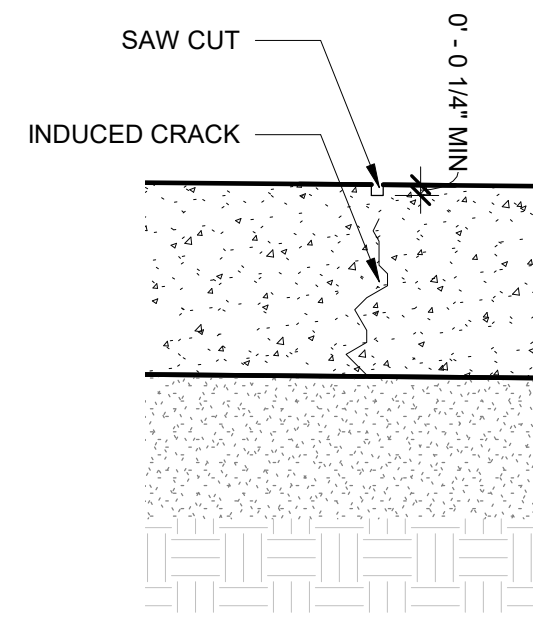
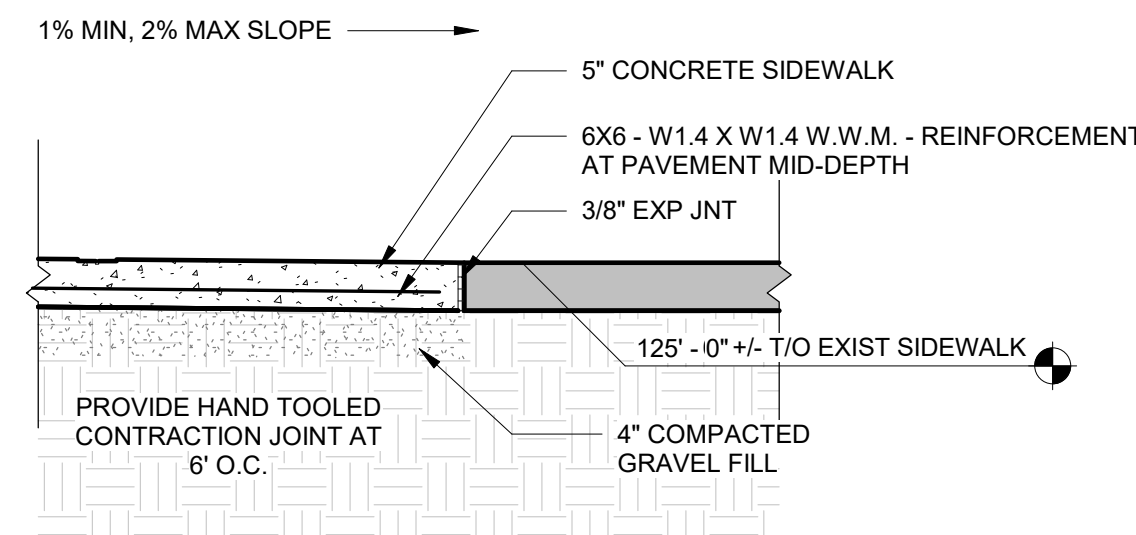




1 PAVING PLAN
1/8" = 1'-0"



2 TYPICAL SIDEWALK SECTION
3/4" = 1'-0"



3 TYP CONTROL JOINT DETAIL
3" = 1'-0"

SITE NOTES

1. DRAWINGS ARE APPROX AND INTENDED FOR PLANNING PURPOSES ONLY.
2. CONTRACTOR SHALL VERIFY EXISTING DIMS & CONDITIONS.
3. ALL SIDEWALKS SHALL MATCH EXISTING SIDEWALK FINISH AS CLOSE AS POSSIBLE.
4. ALL PAVEMENT, CURB & GUTTER AND SIDEWALK TIE INS SHALL BE A SMOOTH TRANSITION THAT MEET ANY APPLICABLE ADA STANDARDS.
5. ALL ADA RAMPS SHALL HAVE A MAXIMUM SLOPE OF 1:12 (HOR.-VERT.) SLOPE AND HAVE A MAXIMUM DISTANCE OF 6 FT AS MEASURED PARALLEL TO THE DIRECTION OF PEDESTRIAN TRAVEL.
6. NO SIDEWALKS SHALL EXCEED 5% OF LONGITUDINAL SLOPE EXCEPT IN ADA RAMPS AND SHALL HAVE A MAXIMUM CROSS SLOPE OF 2%.
7. CALL #811 OR 1-800-227-6477 BEFORE DIGGING ON SITE TO HAVE ALL UNDERGROUND UTILITIES MARKED.
8. GRADE LAND TO ALLOW FOR DRAINAGE AWAY FROM CONCRETE SLAB

RENOVATION LEGEND

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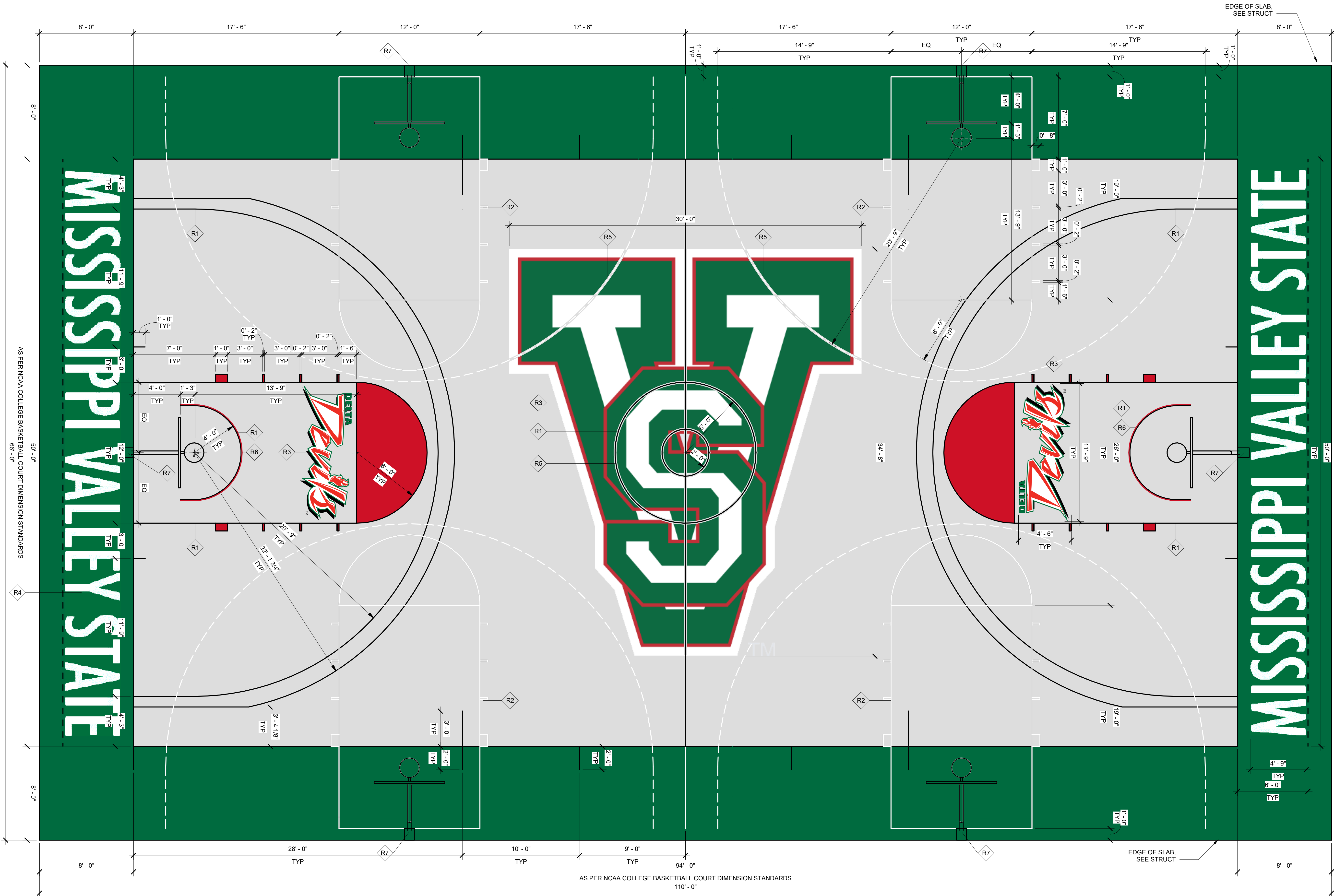
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FLOOR
PLAN

A-103



1 BASKETBALL COURT STRIPING PLAN
1/4" = 1'-0"

GENERAL NOTES

LOGOS AND GRAPHICS ARE THE TRADEMARKED PROPERTY OF MISSISSIPPI VALLEY STATE UNIVERSITY. GC MUST OBTAIN PERMISSION BEFORE REPRODUCING THE LOGOS AND GRAPHICS SHOW IN THE DRAWING.

GRAPHIC AND LOGO INFORMATION IS TO BE PROVIDED BY THE OWNER.

ALL COLORS, FONTS, AND GRAPHICS SHOULD FOLLOW THE GUIDELINES SET BY THE MISSISSIPPI VALLEY STATE UNIVERSITY'S SERVICES AND BRANDING STYLE GUIDE.

BASKETBALL COURT AND EQUIPMENT SHALL MEET REQUIREMENTS AND STANDARDS SET BY THE NCAA MEN'S AND WOMEN'S BASKETBALL COURT DIAGRAM. (UPDATED JUNE 17, 2019).

- RENOVATION LEGEND
- COLOR #1 HIGH PERFORMANCE COATING (09 96 00)
 - COLOR #2 HIGH PERFORMANCE COATING (09 96 00)
 - COLOR #3 HIGH PERFORMANCE COATING (09 96 00)
 - R1 COLOR #4 HIGH PERFORMANCE COATING 2" WIDE STRIPING (09 96 00)
 - R2 COLOR #5 HIGH PERFORMANCE COATING 2" WIDE STRIPING (09 96 00)
 - R3 OFFICIAL UNIVERSITY LOGO, GRAPHIC TO BE PROVIDED BY OWNER
 - R4 COLOR #4 HIGH PERFORMANCE COATING (09 96 00)
 - R5 2" CLEAR SPACE BETWEEN STRIPING AND LOGO
 - R6 COLOR #3 HIGH PERFORMANCE COATING 2" WIDE STRIPING (09 96 00)
 - R6 BASKETBALL GOAL (11 66 23)



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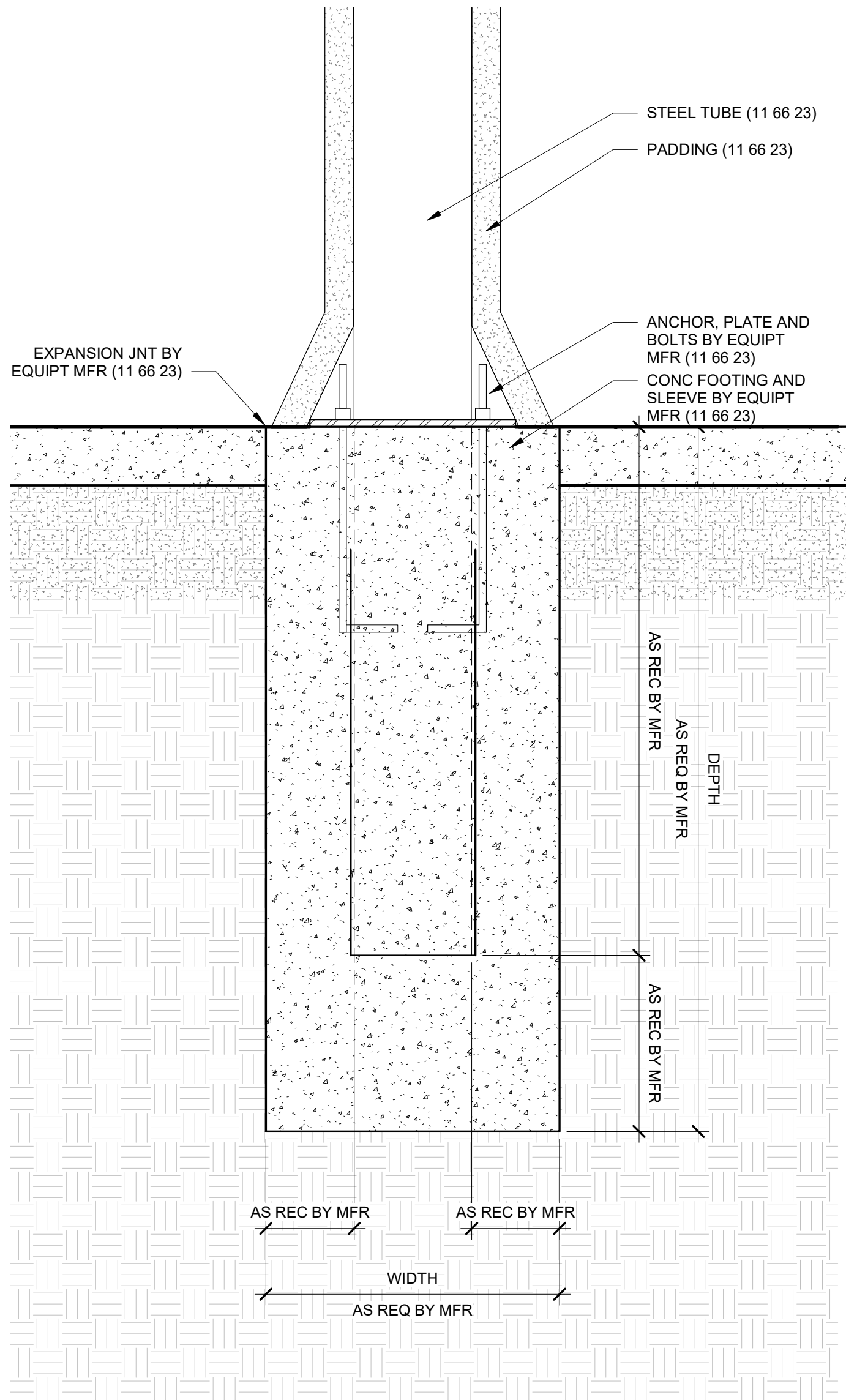
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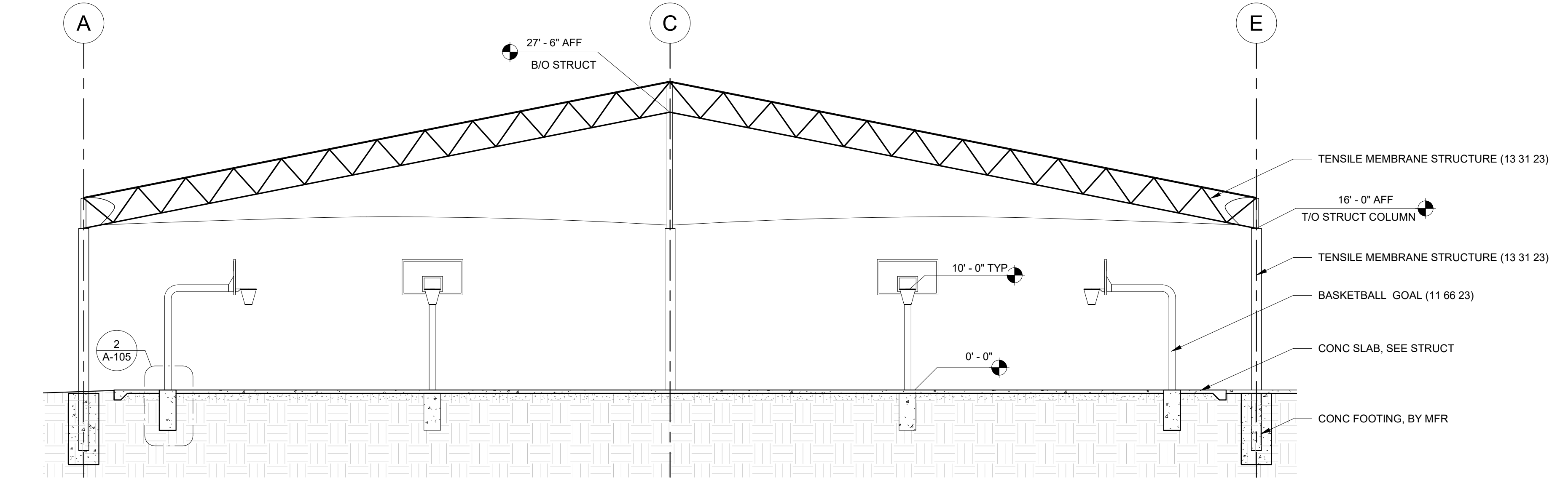
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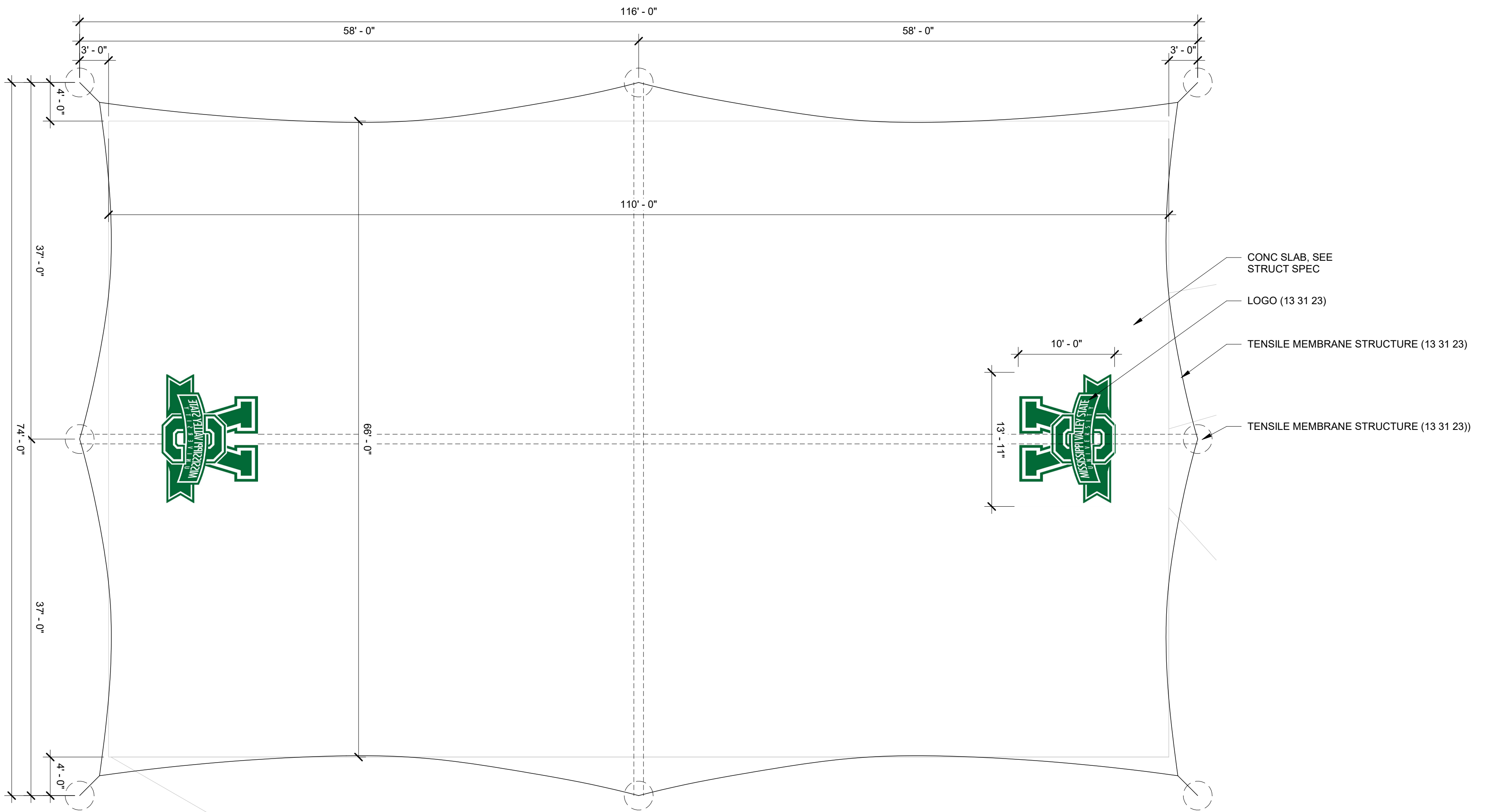
STRIPING
PLAN
A-104



② TYPICAL BASKETBALL GOAL FOOTING
1 1/2" = 1'-0"



TENSILE MEMBRANE STRUCTURE
SECTION
① 1/8" = 1'-0"



TENSILE MEMBRANE STRUCT ROOF
PLAN
③ 1/8" = 1'-0"



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TENSILE
MEMBRANE
STRUCTURE

A-105

PROPOSAL PREPARATION AND SUBMISSION

Proposal must be received in the Office of Purchasing no later than 2:00 p.m. on October 19, 2021. Any proposal received after the time or specified date will not be considered.

The proposal must be submitted in a sealed envelope or packet clearly marked "Basketball Pavilion Project" which should include the Certificate of Responsibility# and the Bid # to the following address:

Mailing Address

Mrs. Carla T. Williams
Mississippi Valley State University
Purchasing Department
14000 Hwy. 82 West #7244
Itta Bena, MS. 38941
662-254-3319

Physical Address

Mrs. Carla T. Williams
Mississippi Valley State University
Office of Purchasing
W.W. Sutton Administration Building
Suite 155 – Room 160
14000 Hwy. 82 West
Itta Bena, MS. 38941
662-254-3319

SCHEDULE OF PROPOSAL SUBMISSION

Activity	Submission Date
1. First Date of Advertisement	September 16, 2021
2. Second Date of Advertisement	September 23, 2021
3. Deadline for Submitting Written Inquiries	September 27, 2021
4. Pre-Bid Meeting (Facilities Management 10:00 am)	September 28, 2021
5. Inquires Addressed	September 30, 2021
6. Proposal Due to the Office of Purchasing	October 19, 2021

Note: All inquiries must be emailed to Terrence Hurssey at terrence.hurssey@mvsu.edu Hurssey will answer all inquiries and email them to the Purchasing Office so they can be posted on the Purchasing site as an addendum.