# PROJECT MANUAL

Replace Kitchen Flooring (3rd Floor)

Western Reception Diagnostic

Correctional Center

St. Joseph, Missouri

Designed By: International Architects Atelier

912 Broadway Blvd., Suite 300

Kansas City, MO 64105

Date Issued: September 30, 2022

Project No.: C2001-01

STATE of MISSOURI

OFFICE of ADMINISTRATION
Facilities Management, Design & Construction

## SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

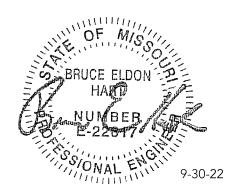
PROJECT NUMBER: C2001-01

THE FOLLOWING DESIGN PROFESSIONALS HAVE SIGNED AND SEALED THE ORIGINAL PLANS AND SPECIFICATIONS FOR THIS PROJECT, WHICH ARE ON FILE WITH THE DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION:

1. MAJID AMIRAHMADI, AIA INTERNATIONAL ARCHITECTS ATELIER, INC.



2. BRUCE HART, PE IMEG CORP.



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#### **PART 1 - GENERAL**

## 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

A. This Section provides a comprehensive list of the drawings that comprise the Bid Documents for this project.

## PART 2 - PRODUCTS (NOT APPLICABLE)

## **PART 3 - EXECUTION**

## 3.1 LIST OF DRAWINGS

A. The following list of drawings is a part of the Bid Documents:

1.       Cover Sheet       Sheet G001       09/30/22         2.       General Information       Sheet G002       09/30/22         3.       Kitchen Floor Plan – Phasing Plan       Sheet G003       09/30/22         4.       Kitchen Floor Demolition Plan       Sheet D100       09/30/22         5.       Kitchen Floor Plan – Base Bid – Phase 1       Sheet A101       09/30/22         6.       Kitchen Floor Plan – Base Bid – Phase 2       Sheet A102       09/30/22         7.       Kitchen Floor Plan – Alternate 1       Sheet A103       09/30/22         8.       Kitchen Floor Plan – Alternate 2       Sheet A104       09/30/22         9.       Kitchen Floor Plan – Alternate 3       Sheet A105       09/30/22         10.       Kitchen Floor Plan – Alternate 4       Sheet A106       09/30/22         11.       Kitchen Floor Plan – Concrete Slope       Sheet A107       09/30/22         12.       Floor Details       Sheet A500       09/30/22         13.       Plumbing Coversheet       Sheet P000       09/30/22         14.       Plumbing Demolition – Base Bid       Sheet P111       09/30/22         15.       Plumbing Demolition – Alternates 1, 2, 3 & 4       Sheet P111       09/30/22		TITLE	SHEET #	<b>DATE</b>
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#### **SECTION 001116 - INVITATION FOR BID**

#### 1.0 OWNER:

A. The State of Missouri

Office of Administration,

Division of Facilities Management, Design and Construction

Jefferson City, Missouri

#### 2.0 PROJECT TITLE AND NUMBER:

A. Replace Kitchen Flooring (3rd Floor)

Western Reception Diagnostic Correctional Center

St. Joseph, Missouri Project No.: C2001-01

#### 3.0 BIDS WILL BE RECEIVED:

A. Until: 1:30 PM, Thursday, December 8, 2022

B. Only electronic bids on MissouriBUYS shall be accepted: https://missouribuys.mo.gov. Bidder must be registered to bid.

#### 4.0 DESCRIPTION:

- A. Scope: The project includes removing the existing kitchen flooring, installing new floor sinks, plumbing piping, repair the floor drains to correct an issue with water infiltration, and installation of the new floor tiling.
- B. MBE/WBE/SDVE Goals: MBE 10%, WBE 10%, and SDVE 3%. NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.
- C. \*\*NOTE: Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.

#### 5.0 PRE-BID MEETING:

- A. Place/Time: 9:00 AM, Thursday, November 17, 2022, at Western Reception Diagnostic Correctional Center, 3401 Faraon St., St. Joseph, MO.
- B. Access to State of Missouri property requires presentation of a photo ID by all persons

#### 6.0 HOW TO GET PLANS & SPECIFICATIONS:

- A. View Only Electronic bid sets are available at no cost or paper bid sets for a deposit of \$100.00 from American Document Solutions (ADS). MAKE CHECKS PAYABLE TO: American Document Solutions. Mail to: American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433, <a href="https://www.adsplanroom.net">https://www.adsplanroom.net</a>. NOTE: Prime contractors will be allowed a maximum of two bid sets at the deposit rate shown above. Other requesters will be allowed only one bid set at this rate. Additional bid sets or parts thereof may be obtained by any bidder at the cost of printing and shipping by request to American Document Solutions at the address shown above. Bidder must secure at least one bid set to become a planholder.
- B. Refunds: Return plans and specifications in unmarked condition within 15 working days of bid opening to American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433. Deposits for plans not returned within 15 working days shall be forfeited.
- C. Information for upcoming bids, including downloadable plans, specifications, Invitation for Bid, bid tabulation, award, addenda, and access to the ADS planholders list, is available on the Division of Facilities Management, Design and Construction's web site: <a href="https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans">https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans</a>.

#### 7.0 POINT OF CONTACT:

- A. Designer: International Architects Atelier, Majid Amirahmadi, 816-471-6522, email: majid@i-a-a.com
- B. Project Manager: Scott Zeller, 573-751-2668, email: Scott.Zeller@oa.mo.gov

#### 8.0 GENERAL INFORMATION:

- A. The State reserves the right to reject any and all bids and to waive all informalities in bids. No bid may be withdrawn for a period of 20 working days subsequent to the specified bid opening time. The contractor shall pay not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, as determined by the Missouri Department of Labor and Industrial Relations and as set out in the detailed plans and specifications.
- B. Bid results will be available at <a href="https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans">https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans</a> after it is verified that at least one bid is awardable and affordable.

## Very Important MissouriBUYS Instructions to Help Submit a Bid Correctly

- A. The bidder shall submit his or her bid and all supporting documentation on MissouriBUYS eProcurement System. No hard copy bids shall be accepted. Go to <a href="https://missouribuys.mo.gov">https://missouribuys.mo.gov</a> and register. The bidder must register and complete a profile fully with all required documents submitted prior to submitting a bid.
- B. Once registered, log in.
  - 1. Under "Solicitation" select "View Current Solicitations."
  - 2. Under "Filter by Agency" select "OA-FMDC-Contracts Chapter 8", then click "Filter Solicitation" button.
  - 3. Select "Active Solicitations" tab.
  - 4. To see the Solicitation Summary, click on the Project Number and the summary will open. Click each heading to open detailed information.
- C. Here are simplified instructions for uploading the bid to MissouriBUYS:
  - 1. Find the solicitation by completing Steps 1 through 4 above.
  - 2. Select the three dots under "Actions." Select "Add New Response."
  - 3. When the Quote box opens, give the response a title and select "OK."
  - 4. The detailed solicitation will open. Select "Check All" for the Original Solicitation Documents, open each document, and select "Accept." If this step is not completed, a bid cannot be uploaded. Scroll to the bottom of the page and select "Add Attachments." If you do not see this command, not all documents have been opened and accepted.
  - 5. The Supplier Attachments box will open. Select "Add Attachment" again.
  - 6. The Upload Documents box will open. Read the instructions for uploading. Disregard the "Confidential" check box.
  - 7. Browse and attach up to 5 files at a time. Scroll to bottom of box and select "Upload." The Supplier Attachments box will open. Repeat Steps 5 through 7 if more than 5 files are to be uploaded.
  - 8. When the Supplier Attachments box opens again and uploading is complete, select "Done."
    A message should appear that the upload is successful. If it does not, go to the Bidder Response tab and select "Submit."
  - 9. The detailed solicitation will open. At the bottom select "Close."
- D. Any time a bidder wants to modify the bid, he or she will have to submit a new one. FMDC will open the last response the bidder submits. The bidder may revise and submit the bid up to the close of the solicitation (bid date and time). Be sure to allow for uploading time so that the bid is successfully uploaded prior to the 1:30 PM deadline; we can only accept the bid if it is uploaded before the deadline.
- E. If you want to verify that you are uploading documents correctly, please contact Paul Girouard: 573-751-4797, <a href="mailto:paul.girouard@oa.mo.gov">paul.girouard@oa.mo.gov</a>; April Howser: 573-751-0053, <a href="mailto:April.Howser@oa.mo.gov">April.Howser@oa.mo.gov</a>; or Mandy Roberson: 573-522-0074, <a href="mailto:Mandy.Roberson@oa.mo.gov">Mandy.Roberson@oa.mo.gov</a>.
- F. If you are experiencing login issues, please contact Web Procure Support (Proactis) at 866-889-8533 anytime from 7:00 AM to 7:00 PM Central Time, Monday through Friday. If you try using a userid or password several times that is incorrect, the system will lock you out. Web Procure Support is the only option to unlock you! If you forget your userid or password, Web Procure Support will provide a temporary userid or password. Also, if it has been a while since your last successful login and you receive an "inactive" message, contact Web Procure (Proactis). If you are having a registration issue, you may contact Cathy Holliday at 573-751-3491 or by email: <a href="mailto:cathy.holliday@oa.mo.gov">cathy.holliday@oa.mo.gov</a>.

# IMPORTANT REMINDER REGARDING REQUIREMENT FOR OEO CERTIFICATION

A. SECTION 002113 – INSTRUCTIONS TO BIDDERS: Article 15.0, Section D1:

As of July 1, 2020, all MBE, WBE, and MBE/WBE contractors, subcontractors, and suppliers must be certified by the State of Missouri, Office of Equal Opportunity. No certifications from other Missouri certifying agencies will be accepted.

#### **SECTION 002113 - INSTRUCTIONS TO BIDDERS**

#### 1.0 - SPECIAL NOTICE TO BIDDERS

- A. If awarded a contract, the Bidder's employees, and the employees of all subcontractors, who perform the work on the project must adhere to requirements in Section 013513 Site Security and Health Requirements as applicable per Agency.
- B. The Bidder's prices shall include all city, state, and federal sales, excise, and similar taxes that may lawfully be assessed in connection with the performance of work, and the purchased of materials to be incorporated in the work. THIS PROJECT IS NOT TAX EXEMPT.

#### 2.0 - BID DOCUMENTS

- A. The number of sets obtainable by any one (1) party may be limited in accordance with available supply.
- B. For the convenience of contractors, sub-contractors and suppliers, copies of construction documents are on file at the office of the Director, Division of Facilities Management, Design and Construction and on the Division's web site <a href="https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans">https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans</a>.

#### 3.0 - BIDDERS' OBLIGATIONS

- A. Bidders must carefully examine the entire site of the work and shall make all reasonable and necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the specifications and the plans. Bidders are also required to examine all maps, plans and data mentioned in the specifications. No plea of ignorance concerning observable existing conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.
- B. Under no circumstances will contractors give their plans and specifications to another contractor. Any bid received from a contractor whose name does not appear on the list of plan holders may be subject to rejection.

#### 4.0 - INTERPRETATIONS

- A. No bidder shall be entitled to rely on oral interpretations as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than five (5) working days before opening of bids. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.
- B. Approval for an "acceptable substitution" issued in the form of an addendum as per Paragraph 4A above, and as per Article 3.1 of the General Conditions; ACCEPTABLE SUBSTITUTIONS shall constitute approval for use in the project of the product.
- C. An "acceptable substitution" requested after the award of bid shall be approved if proven to the satisfaction of the Owner and the Designer as per Article 3.1, that the product is acceptable in design, strength, durability, usefulness, and convenience for the purpose intended. Approval of the substitution after award is at the sole discretion of the Owner.
- D. A request for "Acceptable Substitutions" shall be made on the Section 006325 Substitution Request Form. The request shall be sent directly to the project Designer. A copy of said request should also be mailed to the Owner, Division of Facilities Management, Design and Construction, Post Office Box 809, Jefferson City, Missouri 65102.

#### 5.0 - BIDS AND BIDDING PROCEDURE

A. Bidders shall submit all submission forms and accompanying documents listed in SECTION 004113 – BID FORM, Article 5.0, ATTACHMENTS TO BID by the stated time or their bid will be rejected for being non-responsive.

Depending on the specific project requirements, the following is a GENERIC list of all possible bid forms that may be due with bid submittals and times when they may be due. Please check for specific project requirements on the proposal form (Section 004113). Not all of the following bid forms may be required to be submitted.

#### Bid Submittal – due before stated date and time of bid opening (see IFB):

004113	Bid Form (all pages are always required)
004322	Unit Prices Form
004336	Proposed Subcontractors Form
004337	MBE/WBE/SDVE Compliance Evaluation Form
004338	MBE/WBE/SDVE Eligibility Determination for Joint Ventures
004339	MBE/WBE/SDVE GFE Determination
004340	SDVE Business Form
004541	Affidavit of Work Authorization
004545	Anti-Discrimination Against Israel Act Certification form

- B. All bids shall be submitted without additional terms and conditions, modification or reservation on the bid forms with each space properly filled. Bids not on these forms will be rejected.
- C. All bids shall be accompanied by a bid bond executed by the bidder and a duly authorized surety company, certified check, cashier's check or bank draft made payable to the Division of Facilities Management, Design and Construction, State of Missouri, in the amount indicated on the bid form, Section 004113. Failure of the contractor to submit the full amount required shall be sufficient cause to reject his bid. The bidder agrees that the proceeds of the check, draft or bond shall become the property of the State of Missouri, if for any reason the bidder withdraws his bid after closing, or if on notification of award refuses or is unable to execute tendered contract, provide an acceptable performance and payment bond, provide evidence of required insurance coverage and/or provide required copies of affirmative action plans within ten (10) working days after such tender.
- D. The check or draft submitted by the successful bidder will be returned after the receipt of an acceptable performance and payment bond and execution of the formal contract. Checks or drafts of all other bidders will be returned within a reasonable time after it is determined that the bid represented by same will receive no further consideration by the State of Missouri. Bid bonds will only be returned upon request.

#### 6.0 - SIGNING OF BIDS

- A. A bid from an individual shall be signed as noted on the Bid Form.
- B. A bid from a partnership or joint venture shall require only one signature of a partner, an officer of the joint venture authorized to bind the venture or an attorney-in-fact. If the bid is signed by an officer of a joint venture or an attorney-in-fact, a document evidencing the individual's authority to execute contracts should be included with the bid form.
- C. A bid from a limited liability company (LLC) shall be signed by a manager or a managing member of the LLC.
- D. A bid from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written. Title of office held by the person signing for the corporation shall appear, along with typed name of said individual. Corporate license number shall be provided and, if a corporation organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached. In addition, for corporate proposals, the President or Vice-President should sign as the bidder. If the signator is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signator has the legal authority to bind the corporation.

- E. A bid should contain the full and correct legal name of the Bidder. If the Bidder is an entity registered with the Missouri Secretary of State, the Bidder's name on the bid form should appear as shown in the Secretary of State's records.
- F. The Bidder should include its corporate license number on the Bid Form and, if the corporation is organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached to the bid form.

#### 7.0 - RECEIVING BID SUBMITTALS

- A. It is the bidder's sole responsibility to assure receipt by Owner of bid submittals by the date and time specified in the Invitation for Bid. Bids received after the date and time specified shall not be considered by the Owner.
- B. Bids must be submitted through the MissouriBUYS statewide eProcurement system (<a href="https://www.missouribuys.mo.gov/">https://www.missouribuys.mo.gov/</a>) in accordance with the instructions for that system. The Owner shall only accept bids submitted through MissouriBUYS. Bids received by the Owner through any other means, including hard copies, shall not be considered and will be discarded by the Owner unopened.
- C. To respond to an Invitation for Bid, the Bidder must first register with MissouriBUYS by going through the MissouriBUYS Home Page (<a href="https://www.missouribuys.mo.gov/">https://www.missouribuys.mo.gov/</a>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered, the Bidder accesses its account by clicking the "Login" button at the top of the MissouriBUYS Home Page. Enter your USERID and PASSWORD, which the Bidder will select. Under Solicitations, select "View Current Solicitations." A new screen will open. Under "Filter by Agency" select "OA-FMDC-Contracts Chapter 8." Under "Filter by Opp. No." type in the State Project Number. Select "Submit." Above the dark blue bar, select "Other Active Opportunities." To see the Solicitation Summary, single click the Opp. No. (Project Number) and the summary will open. Single quick click each blue bar to open detailed information. The Bidder must read and accept the Original Solicitation Documents and complete all identified requirements. The Bidder should download and save all of the Original Solicitation Documents on its computer so that the Bidder can prepare its response to these documents. The Bidder should upload its completed response to the downloaded documents as an attachment to the electronic solicitation response.
- D. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are provided in Section 001116 Invitation For Bid.
- E. The Bidder shall submit its bid on the forms provided by the Owner on MissouriBUYS with each space fully and properly completed, including all amounts required for alternate bids, unit prices, cost accounting data, etc. The Owner may reject bids that are not on the Owner's forms or that do not contain all requested information.
- F. No Contractor shall stipulate in his bid any conditions not contained in the specifications or standard bid form contained in the contract documents. To do so may subject the Contractor's bid to rejection.
- G. The completed forms shall be without interlineations, alterations or erasures.

## 8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bidder may withdraw his bid at any time prior to scheduled closing time for receipt of bids, but no bidder may withdraw his bid for a period of twenty (20) working days after the scheduled closing time for receipt of bids.
- B. The Bidder shall modify his or her original bid by submitting a revised bid on MissouriBUYS.

#### 9.0 - AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.
- B. The Owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances and other apparatus.

- C. In awarding the contract the Owner may take into consideration the bidder's skill, facilities, capacity, experience, responsibility, previous work record, financial standing and the necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet the requirements mentioned above may be cause for rejection of his bid. However, no contract will be awarded to any individual, partnership or corporation, who has had a contract with the State of Missouri declared in default within the preceding twelve months.
- D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the low bidder.
- E. No bid shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage, submittal of executed Section 004541, Affidavit of Work Authorization form, documentation evidencing enrollment and participation in a federal work authorization program has been received and an affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.
- F. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.
- G. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Bid Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.
- H. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.
- I. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful bidder certifies that he has complied with all applicable provisions of Section 285.230-234.
- J. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Section-004541, Affidavit of Work Authorization is located on the MissouriBUYS solicitation for this project. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding a E-Verify is located at <a href="https://www.uscis.gov/e-verify/">https://www.uscis.gov/e-verify/</a>. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.

#### 10.0 - CONTRACT SECURITY

A. The successful bidder shall furnish a performance/payment bond as set forth in General Conditions Article 6.1 on a condition prior to the State executing the contract and issuing a notice to proceed.

#### 11.0 - LIST OF SUBCONTRACTORS

A. If required by "Section 004113 – Bid Form," each bidder must submit as part of their bid a list of subcontractors to be used in performing the work (Section 004336). The list must specify the name of the single designated subcontractor, for each category of work listed in "Section 004336 - Proposed Subcontractors Form." If work within a category will be performed by more than one subcontractor, the bidder must provide the name of each subcontractor and specify the exact portion of the work to be done by each. Failure to list the Bidder's firm, or a subcontractor for each category of work identified on the Bid Form or the listing of more than one subcontractor for any category without designating the portion of work to be performed by each shall be cause for rejection of the bid. If the bidder intends to perform any of the designated subcontract work with the use of his own employees, the bidder shall make that fact

clear, by listing his own firm for the subject category. If any category of work is left vacant, the bid shall be rejected.

#### 12.0 - WORKING DAYS

- A. Contract duration time is stated in working days and will use the following definition in determining the actual calendar date for contract completion:
  - Working days are defined as all calendar days except Saturdays, Sundays and the following State of
    Missouri observed holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day,
    Washington's Birthday, Truman Day, Memorial Day, Juneteenth, Independence Day, Labor Day,
    Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

#### 13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

- A. By signing the bid form and submitting a bid on this project, the Bidder certifies that it will use American and Missouri products as set forth in Article 1.7 of the General Conditions. Bidders are advised to review those requirements carefully prior to bidding.
- B. A preference shall be given to Missouri firms, corporations or individuals, or firms, corporations or individuals that maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
- C. Pursuant to Section 34.076, RSMo, a contractor or Bidder domiciled outside the boundaries of the State of Missouri shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor or Bidder domiciled in Missouri as would be required for such a Missouri domiciled contractor or Bidder to succeed over the bidding contractor or Bidder domiciled outside Missouri on a like contract or bid being let in the person's domiciliary state and, further, the contractor or Bidder domiciled outside the boundaries of Missouri shall be required to submit an audited financial statement as would be required of a Missouri domiciled contractor or Bidder on a like contract or bid being let in the domiciliary state of that contractor or Bidder.

#### 14.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

A. Pursuant to section 34.600, RSMo, if the Bidder meets the section 34.600, RSMo, definition of a "company" and the Bidder has ten or more employees, the Bidder must certify in writing that the Bidder is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The Bidder is requested to complete and submit the applicable portion of Section 004545 - Anti-Discrimination Against Israel Act Certification with their Bid Form. The applicable portion of the exhibit must be submitted prior to execution of a contract by the Owner and issuance of Notice to Proceed. If the exhibit is not submitted, the Owner shall rescind its Intent to Award and move to the next lowest, responsive, responsible bidder.

## 15.0 - MBE/WBE/SDVE INSTRUCTIONS

- A. Definitions:
  - 1. "MBE" means a Minority Business Enterprise.
  - 2. "MINORITY" has the same meaning as set forth in 1 C.S.R. 10-17.010.
  - 3. "MINORITY BUSINESS ENTERPRISE" has the same meaning as set forth in section 37.020, RSMo.
  - 4. "WBE" means a Women's Business Enterprise.
  - 5. **"WOMEN'S BUSINESS ENTERPRISE"** has the same meaning as set forth in section 37.020, RSMo.
  - 6. "SDVE" means a Service-Disabled Veterans Enterprise.
  - 7. "SERVICE-DISABLED VETERAN" has the same meaning as set forth in section 34.074, RSMo.

8. "SERVICE-DISABLED VETERAN ENTERPRISE" has the same meaning as "Service-Disabled Veteran Business" set forth in section 34.074, RSMo.

#### B. MBE/WBE/SDVE General Requirements:

- 1. For all bids greater than \$100,000, the Bidder shall obtain MBE, WBE and SDVE participation in an amount equal to or greater than the percentage goals set forth in the Invitation for Bid and the Bid Form, unless the Bidder is granted a Good Faith Effort waiver by the Director of the Division, as set forth below. If the Bidder does not meet the MBE, WBE and SDVE goals, or make a good faith effort to do so, the Bidder shall be non-responsive, and its bid shall be rejected.
- 2. The Bidder should submit with its bid all of the information requested in the MBE/WBE/SDVE Compliance Evaluation Form for every MBE, WBE, or SDVE subcontractor or material supplier the Bidder intends to use for the contract work. The Bidder is required to submit all appropriate MBE/WBE/SDVE documentation before the stated time and date set forth in the Invitation for Bid. If the Bidder fails to provide such information by the specified date and time, the Owner shall reject the bid.
- 3. The Director reserves the right to request additional information from a Bidder to clarify the Bidder's proposed MBE, WBE, and/or SDVE participation. The Bidder shall submit the clarifying information requested by the Owner within two (2) Working Days of receiving the request for clarification.
- 4. Pursuant to section 34.074, RSMo, a Bidder that is a SDVE doing business as Missouri firm, corporation, or individual, or that maintains a Missouri office or place of business, shall receive a three-point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing the bid amount of the eligible SDVE by three percent of the apparent low responsive bidder's bid. Based on this calculation, if the eligible SDVE's evaluation is less than the apparent low responsive bidder's bid, the eligible SDVE's bid becomes the apparent low responsive bid. This reduction is for evaluation purposes only, and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded. In order to be eligible for the SDVE preference, the Bidder must complete and submit with its bid the Missouri Service Disabled Veteran Business Form, and any information required by the form. The form is available on the MissouriBUYS solicitation for this project.

#### C. Computation of MBE/WBE/SDVE Goal Participation:

- 1. A Bidder who is a MBE, WBE, or SDVE may count 100% of the contract towards the MBE, WBE or SDVE goal, less any amounts awarded to another MBE, WBE or SDVE. (NOTE: A MBE firm that bids as general contractor must obtain WBE and SDVE participation; a WBE firm that bids as a general contractor must obtain MBE and SDVE participation; and a SDVE firm that bids as general contractor must obtain MBE and WBE participation.) In order for the remaining contract amount to be counted towards the MBE, WBE or SDVE goal, the Bidder must complete the MBE/WBE/SDVE Compliance Evaluation Form (Section 004337) identifying itself as an MBE, WBE or SDVE.
- 2. The total dollar value of the work granted to a certified MBE, WBE or SDVE by the Bidder shall be counted towards the applicable goal.
- 3. Expenditures for materials and supplies obtained from a certified MBE, WBE, or SDVE supplier or manufacturer may be counted towards the MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE assumes the actual and contractual responsibility for the provision of the materials and supplies.
- 4. The total dollar value of the work granted to a second or subsequent tier subcontractor or a supplier may be counted towards a Bidder's MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE properly assumes the actual and contractual responsibility for the work.
- 5. The total dollar value of work granted to a certified joint venture equal to the percentage of the ownership and control of the MBE, WBE, or SDVE partner in the joint venture may be counted towards the MBE/WBE/SDVE goals.
- 6. Only expenditures to a MBE, WBE, or SDVE that performs a commercially useful function in the work may be counted towards the MBE, WBE and SDVE goals. A MBE, WBE, or SDVE performs a commercially useful function when it is responsible for executing a distinct element of the work

and carrying out its responsibilities by actually performing, managing and supervising the work or providing supplies or manufactured materials.

#### D. Certification of MBE/WBE/SDVE Subcontractors:

- In order to be counted towards the goals, an MBE or WBE must be certified by the State of Missouri
  Office of Equal Opportunity and an SDVE must be certified by the State of Missouri, Office of
  Administration, Division of Purchasing and Material Management or by the Department of Veterans
  Affairs.
- 2. The Bidder may determine the certification status of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO)'s online MBE/WBE directory (<a href="https://apps1.mo.gov/MWBCertifiedFirms/">https://apps1.mo.gov/MWBCertifiedFirms/</a>). The Bidder may determine the eligibility of a SDVE subcontractor or supplier by referring to the Division of Purchasing and Materials Management's online SDVE directory (<a href="https://oa.mo.gov/sites/default/files/sdvelisting.pdf">https://oa.mo.gov/sites/default/files/sdvelisting.pdf</a>) or the Department of Veterans Affairs' directory (<a href="https://vetbiz.va.gov/basic-search/">https://vetbiz.va.gov/basic-search/</a>).
- 3. Additional information, clarifications, etc., regarding the listings in the directories may be obtained by calling the Division at (573)751-3339 and asking to speak to the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).

#### E. Waiver of MBE/WBE/SDVE Participation:

- 1. If a Bidder has made a good faith effort to secure the required MBE, WBE and/or SDVE participation and has failed, the Bidder shall submit with its bid the information requested in MBE/WBE/SDVE Good Faith Effort (GFE) Determination form. The GFE forms are located on the MissouriBUYS solicitation for this project. The Director will determine if the Bidder made a good faith effort to meet the applicable goals. If the Director determines that the Bidder did not make a good faith effort, the bid shall be rejected as being nonresponsive to the bid requirements. Bidders who demonstrate that they have made a good faith effort to include MBE, WBE, and/or SDVE participation will be determined to be responsive to the applicable participation goals, regardless of the percent of actual participation obtained, if the bid is otherwise acceptable.
- 2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE and/or SDVE participation, the Director may evaluate the factors set forth in 1 CSR 30-5.010(6)(C) and the following:
  - a. The amount of actual participation obtained;
  - b. How and when the Bidder contacted potential MBE, WBE, and SDVE subcontractors and suppliers;
  - The documentation provided by the Bidder to support its contacts, including whether the Bidder provided the names, addresses, phone numbers, and dates of contact for MBE/WBE/SDVE firms contacted for specific categories of work;
  - If project information, including plans and specifications, were provided to MBE/WBE/SDVE subcontractors;
  - e. Whether the Bidder made any attempts to follow-up with MBE, WBE or SDVE firms prior to bid;
  - f. Amount of bids received from any of the subcontractors and/or suppliers that the Bidder contacted;
  - g. The Bidder's stated reasons for rejecting any bids;
- 3. If no bidder has obtained any participation in a particular category (MBE/WBE/SDVE) or made a good faith effort to do so, the Director may waive that goal rather than rebid.

#### F. Contractor MBE/WBE/SDVE Obligations

- 1. If awarded a contract, the Bidder will be contractually required to subcontract with or obtain materials from the MBE, WBE, and SDVE firms listed in its bid, in amounts equal to or greater than the dollar amount bid, unless the amount is modified in writing by the Owner.
- 2. If the Contractor fails to meet or maintain the participation requirements contained in the Contractor's bid, the Contractor must satisfactorily explain to the Director why it cannot comply with the requirement and why failing meeting the requirement was beyond the Contractor's control. If the Director finds the Contractor's explanation unsatisfactory, the Director may take any appropriate action including, but not limited to:
  - a. Declaring the Contractor ineligible to participate in any contracts with the Division for up to twelve (12) months (suspension); and/or
  - b. Declaring the Contractor be non-responsive to the Invitation for Bid, or in breach of contract and rejecting the bid or terminating the contract.
- 3. If the Contractor replaces an MBE, WBE, or SDVE during the course of this contract, the Contractor shall replace it with another MBE, WBE, or SDVE or make a good faith effort to do so. All MBE, WBE and SDVE substitutions must be approved by the Director.
- 4. The Contractor shall provide the Owner with regular reports on its progress in meeting its MBE/WBE/SDVE obligations. At a minimum, the Contractor shall report the dollar-value of work completed by each MBE, WBE, or SDVE during the preceding month and the cumulative total of work completed by each MBE, WBE or SDVE to date with each monthly application for payment. The Contractor shall also make a final report, which shall include the total dollar-value of work completed by each MBE, WBE, and SDVE during the entire contract.

# STATE OF MISSOURI DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION MBE/WBE/SDVE DIRECTORY

The MBE/WBE Directory for goods and services is maintained by the Office of Equal Opportunity (OEO). The current Directory can be accessed at the following web address:

https://apps1.mo.gov/MWBCertifiedFirms/

Please note that you may search by MBE, WBE, or both as well as by region, location of the business by city or state, as well as by commodity or service.

The SERVICE DISABLED VETERAN ENTERPRISE (SDVE) Directory (s) may be accessed at the following web addresses:

https://oa.mo.gov/sites/default/files/sdvelisting.pdf

https://vetbiz.va.gov/basic-search/



# State of Missouri Construction Contract

THIS AGREEMENT is made (DATE) by and between:

#### Contractor Name and Address

hereinafter called the "Contractor,"

and the **State of Missouri**, hereinafter called the **"Owner"**, represented by the Office of Administration, Division of Facilities Management, Design and Construction, on behalf of the Department of Corrections.

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein agree as follows:

#### ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all labor and materials and perform all work required for furnishing and installing all labor, materials, equipment and transportation and everything necessarily inferred from the general nature and tendency of the plans and specifications for the proper execution of the work for:

Project Name: Replace Kitchen Flooring (3rd Floor)

Western Reception Diagnostic Correctional Center

St. Joseph, Missouri

Project Number: C2001-01

in strict accordance with the Contract Documents as enumerated in Article 7, all of which are made a part hereof.

#### ARTICLE 2. TIME OF COMPLETION

The contract performance time is **150 working days** from the transmittal date of this agreement. The contract completion date is **MONTH, DAY, YEAR**. This time includes ten (10) working days for the Contractor to receive, sign and return the contract form along with required bonding and insurance certificates. Failure of the Contractor to provide correct bonding and insurance within the ten (10) working days shall not be grounds for a time extension. Receipt of proper bonding and insurance is a condition precedent to the formation of the contract and if not timely received, may result in forfeiture of the Contractor's bid security. Work may not commence until the Owner issues a written Notice to Proceed and must commence within seven (7) working days thereafter.

#### ARTICLE 3. LIQUIDATED DAMAGES

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. THEREFORE, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for **liquidated damages**, **the sum of \$1,000** per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

#### ARTICLE 4. CONTRACT SUM

The Owner shall pay the Contractor for the prompt, faithful and efficient performance of the conditions and undertakings of this contract, subject to additions, and deductions as provided herein, in current funds the sum of:

Base Bid: \$
Alternate No. 1: \$
Alternate No. 2: \$
Alternate No. 3: \$
Alternate No. 4: \$

TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)

**UNIT PRICES:** The Owner accepts the following Unit Prices:

For changing specified quantities of work from those indicated by the contract drawings and specifications, upon written instructions of Owner, the following unit prices shall prevail. The unit prices include all labor, overhead and profit, materials, equipment, appliances, bailing, shoring, shoring removal, etc., to cover the finished work of the several kinds of work called for. Only a single unit price shall be given and it shall apply for either MORE or LESS work than that shown on the drawings and called for in the specifications or included in the Base Bid. In the event of more or less units than so indicated or included, change orders may be issued for the increased or decreased amount.

#### ARTICLE 5. PREVAILING WAGE RATE

MISSOURI PREVAILING WAGE LAW (Sections 290.210 to 290.340, RSMo): The Contractor shall pay not less than the specified hourly rate of wages, as set out in the wage order attached to and made part of the specifications for work under this contract, to all workers performing work under the contract, in accordance with sections 290.210 to 290.340, RSMo. The Contractor shall forfeit a penalty to the Owner of one hundred dollars per day (or portion of a day) for each worker that is paid less than the specified rates for any work done under the contract by the Contractor or by any subcontractor, in accordance with section 290.250, RSMo.

**DAVIS-BACON ACT:** If this Project is financed in whole or in part from Federal funds (as indicated in the Instructions to Bidders or other bid or contract documents for this Project), then this contract shall be subject to all applicable federal labor statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the "Federal Labor Standards Provisions," as further set forth in Section 007333 – Supplementary General Conditions for Federally Funded/Assisted Construction Projects, which is incorporated into the contract by reference. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed under this contract, the Contractor and all Subcontractors shall pay the greater of the wages required under either law, on a classification by classification basis.

# ARTICLE 6. MINORITY/WOMEN/SERVICE DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

The Contractor has been granted a waiver of the 10% MBE and 10% WBE and 3% SDVE participation goals. The Contractor agrees to secure the MBE/WBE/SDVE participation amounts for this project as follows: (OR)

The Contractor has met the MBE/WBE/SDVE participation goals and agrees to secure the MBE/WBE/SDVE participation amounts for this project as follows:

MBE/WBE/SDVE Firm: Subcontract Amt:\$
MBE/WBE/SDVE Firm: Subcontract Amt:\$
MBE/WBE/SDVE Firm: Subcontract Amt:\$

Total \$

MBE/WBE/SDVE assignments identified above shall not be changed without a contract change signed by the Owner.

The Director of the Division of Facilities Management, Design and Construction or his Designee shall be the final authority to resolve disputes and disagreements between the Contractor and the MBE/WBE/SDVE firms listed above when such disputes impact the subcontract amounts shown above.

## ARTICLE 7. CONTRACT DOCUMENTS

The following documents are hereby incorporated into this contract by reference (all division/section numbers and titles are as utilized in the Project Manual published by the Owner for this Project):

- 1. Division 0 Procurement and Contracting Information, including, but not limited to:
  - a. Invitation for Bid (Section 001116)
  - b. Instructions to Bidders (Section 002113)
  - c. Supplementary Instructions to Bidders (if applicable) (Section 002213)
  - d. The following documents as completed and executed by the Contractor and accepted by the Owner, if applicable:
    - i. Bid Form (Section 004113)
    - ii. Unit Prices (Section 004322)
    - iii. Proposed Contractors Form (Section 004336)
    - iv. MBE, WBE, SDVE Compliance Evaluation Form(s) (Section 004337)
    - v. MBE, WBE, SDVE Eligibility Determination Form for Joint Ventures (Section 004338)
    - vi. MBE, WBE, SDVE Good Faith Effort (GFE) Determination Form (Section 004339)
    - vii. Missouri Service Disabled Veteran Business Form (Section 004340)
    - viii. Affidavit of Work Authorization (Section 004541)
    - ix. Affidavit for Affirmative Action (Section 005414)
  - e. Performance and Payment Bond, completed and executed by the Contractor and surety (Section 006113)
  - f. General Conditions (Section 007213)
  - g. Supplementary Conditions (Section 007300)
  - h. Supplementary General Conditions for Federally Funded/Assisted Construction Projects (Section 007333)
  - i. Wage Rate(s) (Section 007346)
- 2. Division 1 General Requirements
- 3. All Drawings identified in the Project Manual
- 4. All Technical Specifications included in the Project Manual
- 5. Addenda, if applicable

#### ARTICLE 8 – CERTIFICATION

By signing this contract, the Contractor hereby re-certifies compliance with all legal requirements set forth in Section 6.0, Bidder's Certifications of the Bid Form.

Further, if the Contractor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the Contractor understands and agrees that it is voluntarily choosing to enter into a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.

By signature below, the parties hereby execute this contract document.

APPROVED:	
Brian Yansen, Director Division of Facilities Management, Design and Construction	Contractor's Authorized Signature
	I, Corporate Secretary, certify that I am Secretary of the corporation named above and that (CONTRACTOR NAME), who signed said contract on behalf of the corporation, was then (TITLE) of said corporation and that said contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.
	Corporate Secretary

# STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION AFFIDAVIT FOR AFFIRMATIVE ACTION

ALLIDAVILLO		1011011			
NAME			First being du	ıly sworn on oath s	states: that
he/she is the □ sole prop	rietor □ partner	□ officer or	□ manager or man	aging member of	
NAME			a □ sole pr	oprietorship 🗆 բ	partnership
			□ limited	liability company	(LLC)
				nability company	(220)
or $\square$ corporation, and as	such, said proprieto	r, partner, or o	officer is duly authorize	ed to make this	
affidavit on behalf of said so	le proprietorship, pa	artnership, or	corporation; that unde	r the contract knov	vn as
PROJECT TITLE					
Less than 50 persons in the aggregate will be employed and therefore, the applicable Affirmative Action					
requirements as set	forth in Article 1.4 o	f the General	Conditions of the Stat	e of Missouri have	e been met.
PRINT NAME & SIGNATURE				DATE	
NOTARY INFORMATION					
NOTARY PUBLIC EMBOSSER SEAL	STATE OF		COUNTY (OR CITY OF ST. OUIS)	USE RUBBER STAMP BELOW	IN CLEAR AREA
	SUBSCRIBED AND SWO	RN BEFORE ME, 1	THIS		
	DAY OF		YEAR		
	NOTARY PUBLIC SIGNAT	IURE	MY COMMISSION EXPIRES		
	NOTARY PUBLIC NAME (TYP	PED OR PRINTED)			

MO 300-1401 (05/18) FILE/Construction Contract

Bond No.
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#### SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THES	E PRESENTS, THAT we		
as principal, and			
		as Surety, are held and firmly	bound unto the
STATE OF MISSOURI. in the	e sum of	Dollars (\$	)
for payment whereof the Princ	ipal and Surety bind themselves, the	eir heirs, executors, administrators and so	accessors, jointly
and severally, firmly by these	presents.		
WHEREAS, the Principal has	by means of a written agreement da	ated the	
day of	, 20	, enter into a contract with the State	of Missouri for
	(Insert Project	Fitle and Number)	

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the State of Missouri, with or without notice to the Surety and during the life of any guaranty required under the contract; and shall also faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made with or without notice to the Surety; and shall also promptly make payment for materials incorporated, consumed or used in connection with the work set forth in the contract referred to above, and all insurance premiums, both compensation and all other kinds of insurance, on said work, and for all labor performed on such work, whether by subcontractor or otherwise, at not less than the prevailing hourly rate of wages for work of a similar character (exclusive of maintenance work) in the locality in which the work is performed and not less than the prevailing hourly rate of wages for legal holiday and overtime work (exclusive of maintenance work) in the locality in which the work is performed both as determined by the Department of Labor and Industrial Relations or determined by the Court of Appeal, as provided for in said contract and in any and all duly authorized modifications of said contract that may be hereafter made, with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any or more of the covenants, agreements, stipulations, conditions, requirements or undertakings, as specified in or by the terms of said contract, and with the time therein named, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect; and the same may be sued on at the instance of any material man, laborer, mechanic, subcontractor, individual, or otherwise to whom such payment is due, in the name of the State of Missouri, to the use of any such person.

either or any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being hereby waived. IN WITNESS WHEREOF, the above bounden parties have executed the within instrument this \_\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. AS APPLICABLE: AN INDIVIDUAL Name: Signature: A PARTNERSHIP Name of Partner: Signature of Partner: Name of Partner: Signature of Partner: **CORPORATION** Firm Name: Signature of President: **SURETY** Surety Name: Attorney-in-Fact: Address of Attorney-in-Fact: Telephone Number of Attorney-in-Fact: Signature Attorney-in-Fact:

AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contract or in the work to be done under it or the giving by the Owner of any extension of the time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the Surety, or

Section 006113 - PERFORMANCE AND PAYMENT BOND 07/16

**NOTE**: Surety shall attach Power of Attorney



# STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION PRODUCT SUPSTITUTION PROJECT

PROJECT N	<i>JMBER</i>
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PRODUCT SUBSTITUT	ION REQUEST				
PROJECT TITLE AND LOCATION					
CHECK APPROPRIATE BOX  SUBSTITUTION PRIOR TO BID OPENING  (Minimum of (5) working days prior to receipt of Bids as per Article 4 – Instructions to Bidders)					
SUBSTITUTION FOLLOWING A (Maximum of (20) working days from N	AWARD otice to Proceed as per Article 3 – General C	onditions)			
FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)					
TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)					
Bidder/Contractor hereby requests acceprovisions of Division One of the Bidding	otance of the following product or system Documents:	ns as a substitutio	on in accordance with		
SPECIFIED PRODUCT OR SYSTEM					
SPECIFICATION SECTION NO.					
SUPPORTING DATA					
	is attached (include description of product, s	tandards, performa	nce, and test data)		
	le will be sent, if requested				
QUALITY COMPARISON	SPECIFIED PRODUCT	SUBSTITU	TION REQUEST		
NAME, BRAND					
CATALOG NO.					
MANUFACTURER					
VENDOR					
PREVIOUS INSTALLATIONS					
PROJECT	ARCHITECT/ENGINEER				
LOCATION			DATE INSTALLED		
SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT					

REASON FOR SUBSTITUTION				
DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?				
☐ YES ☐ NO				
IF YES, EXPLAIN				
SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR A/E WOR	ĸ			
YES NO				
BIDDER'S/CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENT:				
We have investigated the proposed substitution. We believe that it is equal or superior in all respects to specified product, except as stated above; that it will provide the same Warranty as specified product; that we have included complete implications of the substitution; that we will pay redesign and other costs caused by the substitution which subsequently become apparent; and that we will pay costs to modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning as a result of the substitution.				
BIDDER/CONTRACTOR	DATE			
REVIEW AND ACTION				
_				
Resubmit Substitution Request with the following additional information:				
Substitution is accepted.				
Substitution is accepted with the following comments:				
Substitution is not accepted.				
ARCHITECT/ENGINEER	DATE			

KNOW ALL MEN BY THESE PRESENT THAT:

PROJECT NUI
-------------

hereinafter called "Subcontractor" who heretofore entered into

an agreement with hereinafter called "Contractor", for the performance of work and/or furnishing of material for
the construction of the project entitled
(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)
at
(ADDRESS OF PROJECT)
for the State of Missouri (Owner) which said subcontract is by this reference incorporated herein, in consideration of
such final payment by Contractor.
DOES HEREBY:
<ol> <li>ACKNOWLEDGE that they have been PAID IN FULL all sums due for work and materials contracted or done by their Subcontractors, Material Vendors, Equipment and Fixture Suppliers, Agents and Employees, or otherwise in the performance of the Work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.</li> <li>RELEASE and fully, finally, and forever discharge the Owner from any and all suits, actions, claims, and demands for payment for work performed or materials supplied by Subcontractor in accordance with the requirements of the above referenced Contract.</li> <li>REPRESENT that all of their Employees, Subcontractors, Material Vendors, Equipment and Fixture Suppliers, and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said Work, or anything done or omitted by them, or any of them in connection with the construction of said improvements, or otherwise.</li> </ol>
DATED this day of , 20 .
NAME OF SUBCONTRACTOR
BY (TYPED OR PRINTED NAME)
SIGNATURE
TITLE
ORIGINAL: FILE/Closeout Documents

ORIGINAL: FILE/Closeout Documents



## STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION

	PROGRESS	

PAY APP NO.	PROJECT NUMBER
CHECK IF FINAL	DATE

PROJECT TITLE			
PROJECT LOCATION			
FIRM			
ORIGINAL CONTRACT SUI Payment)	M (Same as Line Item 1. on	Form A of Application for	TOTAL CONTRACT SUM TO DATE (Same as Line Item 3. on Form A of Application for Payment)
THE TOTAL MBE/V ORIGINAL CONTR		IPATION DOLLAR AMO	DUNT OF THIS PROJECT AS INDICATED IN THE
SELECT MBE, WBE, SDVE	TOTAL AMOUNT OF SUBCONTRACT	\$ AMOUNT PAID-TO-DATE	CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER COMPANY NAME
☐ MBE ☐ WBE ☐ SDVE	\$	\$	
☐ MBE ☐ WBE ☐ SDVE	\$	\$	
☐ MBE ☐ WBE ☐ SDVE	\$	\$	
☐ MBE ☐ WBE ☐ SDVE	\$	\$	
☐ MBE ☐ WBE ☐ SDVE	\$	\$	
☐ MBE ☐ WBE ☐ SDVE	\$	\$	
vised 05/21			

Revised 05/21



# STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION AFFIDAVIT – COMPLIANCE WITH PREVAILING WAGE LAW

PROJECT NUMBER

State of	personally car	ne and appeared		
		(NAME	:)	_
	of	the		
(POSITION)		(NAME OF THE COMP	ANY)	_
(a corporation) (a partner	rship) (a proprietorship) a	and after being duly sworn	did depose and say that al	l provisions
and requirements set out	in Chapter 290, Section	s 290.210 through and incl	uding 290.340, Missouri R	evised
Statutes, pertaining to the	e payment of wages to w	orkmen employed on publi	ic works project have been	fully satisfied
and there has been no ex	xception to the full and co	ompleted compliance with	said provisions and require	ements
and with Wage Determin	auon no		issued by the	
Department of Labor and	I Industrial Relations, Sta	te of Missouri on the	day of	20 _
in carrying out the contra	ct and working in connec	ction with		
		(NAME OF PROJECT)		
Located at		in		County
(NAME OF THE IN	NSTITUTION)			
Missouri, and completed	on the	day of	20	
NATURE				
NATURE				
NATURE  OTARY INFORMATION				
	STATE		COUNTY (OR CITY OF ST. LC	DUIS)
OTARY INFORMATION ITARY PUBLIC EMBOSSER OR	STATE		COUNTY (OR CITY OF ST. LO	DUIS)
OTARY INFORMATION ITARY PUBLIC EMBOSSER OR	STATE  SUBSCRIBED AND SWORN I	BEFORE ME, THIS		
OTARY INFORMATION ITARY PUBLIC EMBOSSER OR	SUBSCRIBED AND SWORN I	OF YEAR	COUNTY (OR CITY OF ST. LOUSE RUBBER STAMP IN C	
OTARY INFORMATION ITARY PUBLIC EMBOSSER OR	SUBSCRIBED AND SWORN I	OF YEAR		
OTARY INFORMATION ITARY PUBLIC EMBOSSER OR	SUBSCRIBED AND SWORN I	DF YEAR E MY COMMISSION EXPIRES		

FILE: Closeout Documents

## **GENERAL CONDITIONS**

## **INDEX**

#### ARTICLE:

- 1. General Provisions
  - 1.1. Definitions
  - 1.2. Drawings and Specifications
  - 1.3. Compliance with Laws, Permits, Regulations and Inspections
  - 1.4. Nondiscrimination in Employment
  - 1.5. Anti-Kickback
  - 1.6. Patents and Royalties
  - 1.7. Preference for American and Missouri Products and Services
  - 1.8. Communications
  - 1.9. Separate Contracts and Cooperation
  - 1.10. Assignment of Contract
  - 1.11. Indemnification
  - 1.12. Disputes and Disagreements
- 2. Owner/Designer Responsibilities
- 3. Contractor Responsibilities
  - 3.1. Acceptable Substitutions
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  - 7.1. For Site Conditions
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  - 7.3. For Convenience

#### **SECTION 007213 - GENERAL CONDITIONS**

- A. These General Conditions apply to each section of these specifications. The Contractor is subject to the provisions contained herein.
- B. The General Conditions are intended to define the relationship of the Owner, the Designer and the Contractor thereby establishing certain rules and provisions governing the operation and performance of the work so that the work may be performed in a safe, orderly, expeditious and workmanlike manner.

#### **ARTICLE 1 – GENERAL PROVISIONS**

#### ARTICLE 1.1 - DEFINITIONS

As used in these contract documents, the following terms shall have the meanings and refer to the parties designated in these definitions.

- 1. "COMMISSIONER": The Commissioner of the Office of Administration.
- 2. "CONSTRUCTION DOCUMENTS": The "Construction Documents" shall consist of the Project Manual, Drawings and Addenda.
- 3. "CONSTRUCTION
  REPRESENTATIVE:" Whenever the term
  "Construction Representative" is used, it shall
  mean the Owner's Representative at the work
  site.
- 4. "CONTRACTOR": Party or parties who have entered into a contract with the Owner to furnish work under these specifications and drawings.
- 5. "DESIGNER": When the term "Designer" is used herein, it shall refer to the Architect, Engineer, or Consultant of Record specified and defined in Paragraph 2.0 of the Supplemental Conditions, or his duly authorized representative. The Designer may be either a consultant or state employee.
- 6. "DIRECTOR": Whenever the term "Director" is used, it shall mean the Director of the Division of Facilities Management, Design and Construction or his Designee, representing the Office of Administration, State of Missouri. The Director is the agent of the Owner.
- 7. "DIVISION": Shall mean the Division of Facilities Management, Design and Construction, State of Missouri.

- 8. "INCIDENTAL JOB BURDENS": Shall mean those expenses relating to the cost of work, incurred either in the home office or on the job-site, which are necessary in the course of doing business but are incidental to the job. Such costs include office supplies and equipment, postage, courier services, telephone expenses including long distance, water and ice and other similar expenses.
- 9. **"JOINT VENTURE"**: An association of two (2) or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.
- 10. "OWNER": Whenever the term "Owner" is used, it shall mean the State of Missouri.
- 11. **"PROJECT"**: Wherever the term "Project" is used, it shall mean the work required to be completed by the construction contract.
- 12. "PROJECT MANUAL": The "Project Manual" shall consist of Introductory Information, Invitation for Bid, Instructions to Bidders. Bid Documents. Additional Standard General Information. Forms. Conditions, Supplemental General Conditions, General Requirements and Technical Specifications.
- 13. "SUBCONTRACTOR": Party or parties who contract under, or for the performance of part or this entire Contract between the Owner and Contractor. The subcontract may or may not be direct with the Contractor.
- 14. "WORK": Labor, material, supplies, plant and equipment required to perform and complete the service agreed to by the Contractor in a safe, expeditious, orderly and workmanlike manner so that the project shall be complete and finished in the best manner known to each respective trade.
- 15. "WORKING DAYS": are all calendar days except Saturdays, Sundays and the following holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday (observed), Truman Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day (observed), Thanksgiving Day, Christmas Day.

# ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

A. In case of discrepancy between drawings and specifications, specifications shall govern. Should discrepancies in architectural drawings, structural drawings and mechanical drawings occur,

- architectural drawings shall govern and, in case of conflict between structural and mechanical drawings, structural drawings shall govern.
- B. Specifications are separated into titled divisions for convenience of reference only and to facilitate letting of contracts and subcontracts. The Contractor is responsible for establishing the scope of work for subcontractors, which may cross titled divisions. Neither the Owner nor Designer will establish limits and jurisdiction of subcontracts.
- C. Figured dimensions take precedence over scaled measurements and details over smaller scale general drawings. In the event of conflict between any of the documents contained within the contract, the documents shall take precedence and be controlling in the following sequence: addenda, supplementary general conditions, general conditions, division 1 specifications, technical division specifications, drawings, bid form and instructions to bidders.
- D. Anything shown on drawings and not mentioned in these specifications or vice versa, as well as any incidental work which is obviously necessary to complete the project within the limits established by the drawings and specifications, although not shown on or described therein, shall be performed by the Contractor at no additional cost as a part of his contract.
- E. Upon encountering conditions differing materially from those indicated in the contract documents, the Contractor shall promptly notify the Designer and Construction Representative in writing before such conditions are disturbed. The Designer shall promptly investigate said conditions and report to the Owner, with a recommended course of action. If conditions do materially differ and cause an increase or decrease in contract cost or time required for completion of any portion of the work, a contract change will be initiated as outlined in Article 4 of these General Conditions.
- E. Only work included in the contract documents is authorized, and the Contractor shall do no work other than that described therein or in accordance with appropriately authorized and approved contract changes.

# ARTICLE 1.3 - COMPLIANCE WITH LAWS, PERMITS, REGULATIONS AND INSPECTIONS

A. Since the Owner is the State of Missouri, municipal or political subdivisions, zoning ordinances, construction codes (other than licensing of trades), and other like ordinances are not applicable to construction on Owner's property, and Contractor will not be required to submit drawings and specifications to any municipal or political subdivision, authority, obtain

- construction permits or any other licenses (other than licensing of trades) or permits from or submit to inspections by any municipality or political subdivision relating to the construction for this project. All permits or licenses required by municipality or political subdivision for operation on property not belonging to Owner shall be obtained by and paid for by Contractor. Each Contractor shall comply with all applicable laws, ordinances, rules and regulations that pertain to the work of this contract.
- B. Contractors, subcontractors and their employees engaged in the businesses of electrical, mechanical, plumbing, carpentry, sprinkler system work, and other construction related trades shall be licensed to perform such work by the municipal or political subdivision where the project is located, if such licensure is required by local code. Local codes shall dictate the level (master, journeyman, and apprentice) and the number, type and ratio of licensed tradesmen required for this project within the jurisdiction of such municipal or political subdivision.
- C. Equipment and controls manufacturers and their authorized service and installation technicians that do not maintain an office within the jurisdiction of the municipal or political subdivision but are a listed or specified contractor or subcontractor on this project are exempt from Paragraph 1.3 B above.
- D. The Contractor shall post a copy of the wage determination issued for the project and included as a part of the contract documents, in a prominent and easily accessible location at the site of construction for the duration of the project.
- E. Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

# ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

A. The Contractor and his subcontractors will not discriminate against individuals based on race,

color, religion, national origin, sex, disability, or age, but may use restrictions which relate to bona fide occupational qualifications. Specifically, the Contractor and his subcontractors shall not discriminate:

- 1. Against recipients of service on the basis of race, color, religion, national origin, sex, disability or age.
- 2. Against any employee or applicant, for employment on the basis of race, color, religion, national origin, sex or otherwise qualified disability status.
- 3. Against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages 40 and 70 and where such Contractor employs at least 20 persons.
- 4. Against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran.

The Contractor and his Subcontractors will take affirmative action to insure applicants for employment and employees are treated equally without regard to race, color, religion, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion and transfer; recruitment or recruitment advertising; and selection for training, including apprenticeship. The Contractor and his Subcontractors will give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

- B. The Contractor and his subcontractors shall develop, implement, maintain and submit in writing to the Owner an affirmative action program if at least fifty (50) persons in the aggregate are employed under this contract. If less than fifty (50) persons in the aggregate are to be employed under this contract, the Contractor shall submit, in lieu of the written affirmative action program, a properly executed Affidavit for Affirmative Action in the form included in the contract specifications. For the purpose of this section, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting and training) in providing equal employment opportunity regardless of race, color, sex, national origin, religion, age (where the person affected is between age 40 and 70), disabled and Vietnam-era veteran status, and disability. Such "affirmative action program" shall include:
  - 1. A written policy statement committing the total organization to affirmative action and

- assigning management responsibilities and procedures for evaluation and dissemination;
- 2. The identification of a person designated to handle affirmative action;
- 3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to lay-off, recall, discharge, demotion and discipline;
- 4. The exclusion of discrimination from all collective bargaining agreements; and
- 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

In the enforcement of this non-discrimination clause, the Owner may use any reasonable procedures available, including, but not limited to: requests, reports, site visits and inspection of relevant documents of contractors and subcontractors.

C. In the event of the Contractor's or his subcontractor's noncompliance with any provisions of this Article of the Contract, the Owner may cancel this contract in whole or in part or require the Contractor to terminate his contract with the subcontractor.

## **ARTICLE 1.5 - ANTI-KICKBACK**

No employee of the division, shall have or acquire any pecuniary interest, whether direct or indirect, in this contract or in any part hereof. No officer, employee, designer, attorney, or administrator of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall have or acquire any pecuniary interest, whether direct or indirect, in this contract, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

#### **ARTICLE 1.6 - PATENTS AND ROYALTIES**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liabilities of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of this contract, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.
- B. If the Contractor uses any design, device or materials covered by letters, patent or copyright,

the Contractor shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, without exception, that the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

# ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

- A. By virtue of statutory authority a preference will be given to Missouri labor and to products of mines, forests and quarries of the state of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes and Cumulative Supplements.
- B. Furthermore, pursuant to Section 34.076 Missouri Revised Statutes and Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a non-domiciliary bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be required for a Missouri bidder to successfully bid in the non-domiciliary state.
- C In accordance with the Missouri Domestic Products Procurement Act Section 34.350 RSMo and Cumulative Supplements any manufactured goods or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured, assembled or produced in the United States, unless the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the agency's requirements or cannot be manufactured, assembled or produced in the United States within the necessary time in sufficient quantities to meet the contract requirements, or if obtaining the specified products manufactured, assembled or produced in the

United States would increase the cost of this contract for purchase of the product by more than ten percent.

#### **ARTICLE 1.8 - COMMUNICATIONS**

- A. All notices, requests, instructions, approvals and claims must be in writing and shall be delivered to the Designer and copied to the Construction Representative for the project except as required by Article 1.12 Disputes and Disagreements, or as otherwise specified by the Owner in writing as stated in Section 012600. Any such notice shall be deemed to have been given as of the time of actual receipt.
- B. The Contractor shall attend on-site progress and coordination meetings, as scheduled by the Construction Representative, no less than once a month.
- C. The Contractor shall ensure that major subcontractors and suppliers shall attend monthly progress meetings as necessary to coordinate the work, and as specifically requested by the Construction Representative.

# ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

- A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.
- B. The Contractor shall consult the drawings for all other contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Owner's Representative before the work is performed. If the Contractor fails to do this, and constructs any work which interferes with the work of another contractor, the Contractor shall remove any part so conflicting and rebuild same, as directed by the Owner's Representative at no additional cost to the Owner.
- C. Each contractor shall be required to coordinate his work with other contractors so as to afford others reasonable opportunity for execution of their work. No contractor shall delay any other contractor by neglecting to perform contract work at the proper time. If any contractor causes delay to another, they shall be liable directly to that contractor for such delay in addition to any liquidated damages which might be due the Owner.
- D. Should the Contractor or project associated subcontractors refuse to cooperate with the instructions and reasonable requests of other Contractors or other subcontractors in the overall

- coordinating of the work, the Owner may take such appropriate action and issue directions, as required, to avoid unnecessary and unwarranted delays.
- E. Each Contractor shall be responsible for damage done to Owner's or other Contractor's property by him/her or workers in his employ through their fault or negligence.
- F. Should a Contractor sustain any damage through any act or omission of any other Contractor having a contract with the Owner, the Contractor so damaged shall have no claim or cause of action against the Owner for such damage, but shall have a claim or cause of action against the other Contractor to recover any and all damages sustained by reason of the acts or omissions of such Contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any unreasonable delay on the part of any such contractors.

#### ARTICLE 1.10 - ASSIGNMENT OF CONTRACT

A. No assignment by Contractor of any amount or any part of this contract or of the funds to be received there under will be recognized unless such assignment has had the written approval of the Director and the surety has been given due notice of such assignment and has furnished written consent thereto. In addition to the usual recitals in assignment contracts, the following language must be set forth: "It is agreed that the funds to be paid to the assignee under this assignment are subject to performance by the Contractor of this contract and to claims or liens for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials."

#### **ARTICLE 1.11 - INDEMNIFICATION**

- A. Contractor agrees to indemnify and save harmless Owner and its respective commissioners, officers, officials, agents, consultants and employees and Designer, their agents, servants and employees, from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts or omissions of Contractor, any subcontractors, agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by Owner or Designer, its agents, servants or employees, in defense of any claim, action or suit.
- B. The obligations of the Contractor under this paragraph shall not extend to the liability of the Designer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, contract changes, design or specifications, or (2) giving of or the failure to

give directions or instructions by the Designer, his agents or employees as required by this contract documents provided such giving or failure to give is the primary cause of the injury or damage.

# ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS

It is hereby expressly agreed and understood that in case any controversy or difference of opinion arises during construction, best efforts will be given to resolution at the field level. Should those efforts be unsuccessful, the Contractor has the right to appeal in writing, the decision of the Director's Designee to the Director at Room 730 Truman Building, P.O. Box 809, Jefferson City, Missouri 65102. The decision of the Director shall be final and binding on all parties.

# ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES

- A. The Owner shall give all orders and directions contemplated under this contract relative to the execution of the work. During progress of work the Owner will be represented at the project site by the Construction Representative and/or Designer, whose responsibilities are to see that this contract is properly fulfilled.
- B. The Owner shall at all times have access to the work whenever it is in preparation or progress. The Contractors shall provide proper facilities for such access and for inspection and supervision.
- C. All materials and workmanship used in the work shall be subject to the inspection of the Designer and Construction Representative, and any work which is deemed defective shall be removed, rebuilt or made good immediately upon notice. The cost of such correction shall be borne by the Contractor. Contractor shall not be entitled to an extension of the contract completion date in order to remedy defective work. All rejected materials shall be immediately removed from the site of the work.
- D. If the Contractor fails to proceed at once with the correction of rejected defective materials or workmanship, the Owner may, by separate contract or otherwise, have the defects remedied or rejected. Materials removed from the site and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.
- E. Failure or neglect on the part of Owner to observe faulty work, or work done which is not in accordance with the drawings and specifications shall not relieve the Contractor from responsibility

for correcting such work without additional compensation.

- F. The Owner shall have the right to direct the Contractor to uncover any completed work.
  - 1. If the Contractor fails to adequately notify the Construction Representative and/or Designer of an inspection as required by the Contract Documents, the Contractor shall, upon written request, uncover the work. The Contractor shall bear all costs associated with uncovering and again covering the work exposed.
  - 2. If the Contractor is directed to uncover work, which was not otherwise required by the Contract\_Documents to be inspected, and the work is found to be defective in any respect, no compensation shall be allowed for this work. If, however, such work is found to meet the requirements of this contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 10% shall be allowed the Contractor.
- G. The Designer shall give all orders and directions contemplated under this contract relative to the scope of the work and shall give the initial interpretation of the contract documents.
- H. The Owner may file a written notice to the Contractor to dismiss immediately subcontractors, project managers, superintendents, foremen, workers, watchmen or other employees whom the Owner may deem incompetent, careless or a hindrance to proper or timely execution of the work. The Contractor shall comply with such notice as promptly as practicable without detriment to the work or its progress.
- If in the Owner's judgment it becomes necessary at any time to accelerate work, when ordered by the Owner in writing, the Contractor shall redirect resources to such work items and execute such portions of the work as may be required to complete the work within the current approved contract schedule.

#### ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES

The Contractor shall register and utilize the Owner's eBuilder digital project management system for submission of documents described in the following sections. This includes but is not limited to submittals as required by designer, payment applications, Request for Information (RFI), construction change orders, Request for Proposals (RFP), Designer Supplemental Instructions (DSI), etc.

#### ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS

- A. The Contractor may request use of any article, device, product, material, fixture, form or type of construction which in the judgment of the Owner and Designer is equal in all respects to that named. Standard products of manufacturers other than those specified will be accepted when, prior to the ordering or use thereof, it is proven to the satisfaction of the Owner and Designer that they are equal in design, strength, durability, usefulness and convenience for the purpose intended.
- B. Any changes required in the details and dimensions indicated on the drawings for the substitution of products other than those specified shall be properly made at the expense of the Contractor requesting the substitution or change.
- C. The Contractor shall submit a request for such substitutions in writing to the Owner and Designer within twenty (20) working days after the date of the "Notice to Proceed." Thereafter no consideration will be given to alternate forms of accomplishing the work. This Article does not preclude the Owner from exercising the provisions of Article 4 hereof.
- D. Any request for substitution by the Contractor shall be submitted in accordance with SECTION 002113 - INSTRUCTIONS TO BIDDERS.
- E. When a material has been approved, no change in brand or make will be permitted unless:
  - Written verification is received from the manufacturer stating they cannot make delivery on the date previously agreed, or
  - 2. Material delivered fails to comply with contract requirements.

#### **ARTICLE 3.2 -- SUBMITTALS**

A. The Contractor's submittals must be submitted with such promptness as to allow for review and approval so as not to cause delay in the work. The Contractor shall coordinate preparation and processing of submittals with performance of construction activities.

Coordinate each submittal with fabrication, = purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

- Submit four (4) copies to the Designer and additional copies as required for the subcontractors and material suppliers. Also provide copies to meet the requirements for maintenance manuals.
- B. All subcontractors' shop drawings and schedules shall be submitted by the Contractor and shall bear evidence that Contractor has received, reviewed, and approved them. Any shop drawings and

- schedules submitted without this evidence will be returned to the Contractor for resubmission.
- C. The Contractor shall include with the shop drawing, a letter indicating any and all deviations from the drawings and/or specifications. Failure to notify the Designer of such deviations will be grounds for subsequent rejection of the related work or materials. If, in the opinion of the Designer, the deviations are not acceptable, the Contractor will be required to furnish the item as specified and indicated on the drawings.
- D. The Designer shall check shop drawings and schedules with reasonable promptness and approve them only if they conform to the design concept of the project and comply with the information given in the contract documents. The approval shall not relieve the Contractor from the responsibility to comply with the drawings and specifications, unless the Contractor has called the Designer's attention to the deviation, in writing, at the time of submission and the Designer has knowingly approved thereof. An approval of any such modification will be given only under the following conditions:
  - 1. It is in the best interest of the Owner
  - 2. It does not increase the contract sum and/or completion time
  - 3. It does not deviate from the design intent
  - 4. It is without prejudice to any and all rights under the surety bond.
- E. No extension of time will be granted because of the Contractor's failure to submit shop drawings and schedules in ample time to allow for review, possible resubmission, and approval. Fabrication of work shall not commence until the Contractor has received approval. The Contractor shall furnish prints of approved shop drawings and schedules to all subcontractors whose work is in any way related to the work under this contract. Only prints bearing this approval will be allowed on the site of construction
- F. The Contractor shall maintain a complete file onsite of approved shop drawings available for use by the Construction Representative.

#### **ARTICLE 3.3 – AS-BUILT DRAWINGS**

A. The Contractor shall update a complete set of the construction drawings, shop drawings and schedules of all work monthly by marking changes, and at the completion of their work (prior to submission of request for final payment) note all changes and turn the set over to the Construction Representative. The updates shall show all addenda, all field changes that were made to adapt to field conditions, changes resulting from contract

changes or supplemental instructions, and all locations of structures, buried installations of piping, conduit, and utility services. All buried and concealed items both inside and outside shall be accurately located as to depth and referenced to permanent features such as interior or exterior wall faces and dimensions shall be given in a neat and legible manner in a contrasting colored pencil or ink. If approved by the Designer, an electronic file format may be provided.

# ARTICLE 3.4 – GUARANTY AND WARRANTIES

#### A. General Guaranty

- Neither the final certificate of payment nor any provision in the contract documents nor partial use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with contract requirements.
- 2. The Contractor or surety shall remedy any defects in the work and pay for any damage to property resulting there from which shall appear within a period of one (1) year from the date of substantial completion unless a longer period is otherwise specified or a differing guaranty period has been established in the substantial completion certificate. The Owner will give notice of observed defects with reasonable promptness.
- 3. In case of default on the part of the Contractor in fulfilling this part of this contract, the Owner may correct the work or repair the damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor or surety.
- 4. The work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, insufficient maintenance, improper or improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment

#### B. Extended Warranty

Manufacturer's certificates of warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year. Where a longer

period is offered at no additional cost or called for in the specific equipment specifications, the longer period shall govern.

## ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS

- A. Immediately after equipment submittals are approved and no later than ten (10) working days prior to the substantial completion inspection, the Contractor shall provide to the Designer three (3) copies of operating instructions and service manuals, containing the following:
  - Start-up and Shut-down Procedures: Provide a step-by-step write up of all major equipment. When manufacturer's printed start-up, trouble shooting and shut-down procedures are available; they may be incorporated into the operating manual for reference.
  - 2. Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.
  - 3. Equipment List: List of all major equipment as installed shall be prepared to include model number, capacities, flow rate, name place data, shop drawings and air and water balance reports.
  - 4. Service Instructions: Provide the following information for all pieces of equipment.
    - a. Recommended spare parts including catalog number and name of local supplier or factory representative.
    - b. Belt sizes, types, and lengths.
    - c. Wiring diagrams.
  - 5. Manufacturer's Certificate of Warranty as described in Article 3.4.
  - 6. Prior to the final payment, furnish to the Designer three (4) copies of parts catalogs for each piece of equipment furnished by him/her on the project with the components identified by number for replacement ordering.
- B. Submission of operating instructions shall be done in the following manner.
  - 1. Manuals shall be in quadruplicate, and all materials shall be bound into volumes of standard 8½" x 11" hard binders. Large drawings too bulky to be folded into 8½" x 11" shall be separately bound or folded and in envelopes, cross referenced and indexed with the manuals.
  - 2. The manuals shall identify project name, project number, and include the name and

- address of the Contractor, subcontractors and manufacturers who were involved with the activity described in that particular manual.
- 3. Internally subdivide the binder contents with permanent page dividers, logically organized with tab titles clearly printed under reinforced laminated plastic tabs.
- 4. Contents: Prepare a Table of Contents for each volume, with each product or system description identified.

## ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall keep on site, during progress of the work, a competent superintendent satisfactory to the Construction Representative. The superintendent shall represent the Contractor and all agreements made by the superintendent shall be binding. The superintendent shall carefully study and compare all drawings, specifications and other instructions and shall promptly notify the Construction Representative and Designer, in writing, any error, inconsistency or omission which may be discovered. The superintendent shall coordinate all work on the project. Any change of the superintendent shall be approved by the Construction Representative.
- B. Contractor shall, at all times, enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.
- C. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and insure completion thereof within the time specified.
- D. The Contractor and each of his subcontractors shall submit to the Construction Representative, through the Designer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- E. The Contractor, subcontractors, and material suppliers shall upon written request, give the Owner access to all time cards, material invoices, payrolls, estimates, profit and loss statements, and all other direct or indirect costs related to this work.
- F. The Contractor shall be responsible for laying out all contract work such as layout of architectural, structural, mechanical and electrical work, which shall be coordinated with layouts of subcontractors

- for general construction work. The Contractor is also responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by him/her, whether furnished by Contractor or others. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.
- G. The Contractor must notify the Construction Representative at least one working day before placing concrete or burying underground utilities, pipelines, etc.
- H. Contractors shall prearrange time with the Construction Representative for the interruption of any facility operation. Unless otherwise specified in these documents, all connections, alterations or relocations as well as all other portions of the work will be performed during normal working hours.
- The Contractor shall coordinate all work so there will not be prolonged interruptions of existing equipment operation. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections necessary for the project, which affect portions of this construction or building or any other building must be scheduled with the Construction Representative to minimize or avoid any disruption of facility operations. In no case, unless previously approved in writing by the Construction Representative, shall utilities be left disconnected at the end of a work day or over a Any interruption of utilities either intentionally or accidentally shall not relieve the Contractor responsible for the interruption from the responsibility to repair and restore the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.
- J. Contractors shall limit operations and storage of materials to the area within the project, except as necessary to connect to existing utilities, and shall not encroach on neighboring property. The Contractor shall be responsible for repair of their damage to property on or off the project site occurring during construction of project. All such repairs shall be made to the satisfaction of the property owner.
- K. Unless otherwise permitted, all materials shall be new and both workmanship and materials shall be of the best quality.
- L. Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, and/or install and pay for materials, devices, mechanisms, equipment, all necessary personnel, utilities including, but not limited to water, heat, light and electric power, transportation

- services, applicable taxes of every nature, and all other facilities necessary for the proper execution and completion of the work.
- M. Contractor shall carefully examine the plans and drawings and shall be responsible for the proper fitting of his material, equipment and apparatus into the building.
- N. The Contractor or subcontractors shall not overload, or permit others to overload, any part of any structure during the performance of this contract.
- O. All temporary shoring, bracing, etc., required for the removal of existing work and/or for the installation of new work shall be included in this contract. The Contractor shall make good, at no cost to the Owner, any damage caused by improper support or failure of shoring in any respect. Each Contractor shall be responsible for shoring required to protect his work or adjacent property and improvements of Owner and shall be responsible for shoring or for giving written notice to adjacent property owners. Shoring shall be removed only after completion of permanent supports.
- P. The Contractor shall provide at the proper time such material as is required for support of the work. If openings are required, whether shown on drawings or not, the Contractor shall see that they are properly constructed.
- Q. During the performance of work the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences and other devices appropriately located on site which will give proper and understandable warning to all persons of danger of entry onto land, structure or equipment.
- R. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials.
- The Contractor shall be responsible for care of the finished work and shall protect same from damage or defacement until substantial completion by the Owner. If the work is damaged by any cause, the Contractor shall immediately begin to make repairs the drawings accordance with specifications. Contractor shall be liable for all damage or loss unless attributable to the acts or omissions of the Owner or Designer. Any claim for reimbursement shall be submitted in accordance with Article 4. After substantial completion the Contractor will only be responsible for damage resulting from acts or omissions of the Contractor or subcontractors through final warranty.
- T. In the event the Contractor encounters an unforeseen hazardous material, the Contractor

- shall immediately stop work in the area affected and report the condition to the Owner and Designer in writing. The Contractor shall not be required, pursuant to Article 4, to perform, any work relating to hazardous materials.
- U. 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 4.
- V. Before commencing work, Contractors shall confer with the Construction Representative and facility representative and review any facility rules and regulations which may affect the conduct of the work.
- W. Project signs will only be erected on major projects and only as described in the specifications. If no sign is specified, none shall be erected.

#### **ARTICLE 3.7 -- SUBCONTRACTS**

- A. Subcontractor assignments as identified in the bid form shall not be changed without written approval of the Owner. The Owner will not approve changes of a listed subcontractor unless the Contractor documents, to the satisfaction of the Owner that the subcontractor cannot or will not perform the work as specified.
- B. The Contractor is fully responsible to the Owner for the acts and omissions of all subcontractors and of persons either directly or indirectly employed by them.
- C. Every subcontractor shall be bound by the applicable terms and provisions of these contract documents, but no contractual relationship shall exist between any subcontractor and the Owner unless the right of the Contractor to proceed with the work is suspended or this contract is terminated as herein provided, and the Owner in writing elects to assume the subcontract.
- D. The Contractor shall upon receipt of "Notice to Proceed" and prior to submission of the first payment request, notify the Designer and Construction Representative in writing of the names of any subcontractors to be used in addition to those identified in the bid form and all major material suppliers proposed for all parts of the work.

#### **ARTICLE 4 -- CHANGES IN THE WORK**

#### 4.1 CHANGES IN THE WORK

A. The Construction Representative, without giving notice to the surety and without invalidating this contract, may order extra work or make changes by

- altering, adding to or deducting from the work, this contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract. A claim for extension of time caused by any change must be adjusted at the time of ordering such change. No future request for time will be considered.
- B. Each Contract Change shall include all costs required to perform the work including all labor, material, equipment, overheads and profit, delay, disruptions, or other miscellaneous expenses. No subsequent requests for additional compensation including claims for delay, disruption, or reduced efficiency as a result of each change will be considered. Values from the Schedule of Values will not be binding as a basis for additions to or deductions from the contract price.
- C. The amount of any adjustment in this contract price for authorized changes shall be agreed upon before such changes become effective and shall be determined, through submission of a request for proposal, as follows:
  - 1. By an acceptable fixed price proposal from the Contractor. Breakdowns shall include all takeoff sheets of each Contractor and subcontractor. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
  - 2. By a cost-plus-fixed-fee (time and material) basis with maximum price, total cost not to exceed said maximum. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
  - By unit prices contained in Contractor's original bid form and incorporated in the construction contract.
- D. Overhead and Profit on Contract Changes shall be applied as follows:
  - 1. The overhead and profit charge by the Contractor and all subcontractors shall be considered to include, but is not limited to: incidental job burdens, small truck (under 1 ton) expense, mileage, small hand tools,

- warranty costs, company benefits and general office overhead. Project supervision including field supervision and job site office expense shall be considered a part of overhead and profit unless a compensable time extension is granted.
- 2. The percentages for overhead and profit charged on Contract Changes shall be negotiated, and may vary according to the nature, extent, and complexity of the work involved. However, the overhead and profit for the Contractor or subcontractor actually performing the work shall not exceed 14%. When one or more tiers of subcontractors are used, in no event shall any Contractor or subcontractor receive as overhead and profit more than 3% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty percent (20%) of the cost of materials, labor and equipment (exclusive of Contractor or any Subcontractor overhead and profit) necessary to put the contract change work in place.
- 3. The Contractor will be allowed to add the cost of bonding and insurance to their cost of work. This bonding and insurance cost shall not exceed 2% and shall be allowed on the total cost of the added work, including overhead and profit.
- 4. On proposals covering both increases and decreases in the amount of this contract, the application of overhead and profit shall be on the net change in the cost of the work.
- 5. The percentage for overhead and profit to be credited to the Owner on Contract Changes that are solely decreases in the quantity of work or materials shall be negotiated, and may vary according to the nature, extent and complexity of the work involved, but in no case shall be less than ten percent (10%). If the percentage for overhead and profit charged for work added by Contract Changes for this contract has been negotiated to less than 10%, the negotiated rate shall then apply to credits as well.
- E. No claim for an addition to this contract sum shall be valid unless authorized as aforesaid in writing by the Owner. In the event that none of the foregoing methods are agreed upon, the Owner may order the Contractor to perform work on a time and material basis. The cost of such work shall be determined by the Contractor's actual labor and material cost to perform the work plus overhead and profit as outlined herein. The

- Designer and Construction Representative shall approve the Contractor's daily time and material invoices for the work involved.
- F. If the Contractor claims that any instructions involve extra cost under this contract, the Contractor shall give the Owner's Representative written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made and authorized by the Owner, in writing.
- G. In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor, without special instruction or authorization from the Construction Representative, is hereby permitted to act at their discretion to prevent such threatened loss or injury. The Contractor shall submit a claim for compensation for such emergency work in writing to the Owner's Representative.

## ARTICLE 4.2 – CHANGES IN COMPLETION TIME

- A. Extension of the number of work days stipulated in the Contract for completion of the work with compensation may be made when:
  - 1. The contractor documents that proposed Changes in the work, as provided in Article 4.1, extends construction activities critical to contract completion date, OR
  - 2. The Owner suspends all work for convenience of the Owner as provided in Article 7.3, OR
  - 3. An Owner caused delay extends construction activities critical to contract completion (except as provided elsewhere in these General Conditions). The Contractor is to review the work activities yet to begin and evaluate the possibility of rescheduling the work to minimize the overall project delay.
- B. Extension of the number of work days stipulated in the Contract for completion of the work without compensation may be made when:
  - 1. Weather-related delays occur, subject to provisions for the inclusion of a specified number of "bad weather" days when provided for in Section 012100-Allowances, OR
  - 2. Labor strikes or acts of God occur, OR
  - 3. The work of the Contractor is delayed on account of conditions which were beyond the control of the Contractor, subcontractors or suppliers, and were not the result of their fault or negligence.
- C. No time extension or compensation will be provided for delays caused by or within the control

- of the Contractor, subcontractors or suppliers and for concurrent delays caused by the Owner.
- D. The Contractor shall notify the Owner promptly of any occurrence or conditions which in the Contractor's opinion results in a need for an extension of time. The notice shall be in writing and shall include all necessary supporting materials with details of any resultant costs and be submitted in time to permit full investigation and evaluation of the Contractor's claim. The Owner shall promptly acknowledge the Contractor's notice and, after recommendation from the Owner's Representative and/or Designer, shall provide a decision to the Contractor. Failure on the part of the Contractor to provide such notice and to detail the costs shall constitute a waiver by the Contractor of any claim. Requests for extensions of time shall be for working days only.

## ARTICLE 5 - CONSTRUCTION AND COMPLETION

## ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT

- A. Upon receipt of the "Intent to Award" letter, the Contractor must submit the following properly executed instruments to the Owner:
  - 1. Contract;
  - 2. Performance/payment bond as described in Article 6.1;
  - 3. Certificates of Insurance, or the actual policies themselves, showing that the Contractor has obtained the insurance coverage required by Article 6.2.
  - 4. Written Affirmative Action Plans as required in Article 1.4.

Above referenced items must be received by the Owner within ten (10) working days after the effective date of the contract. If not received, the Owner may treat the failure to timely submit them as a refusal by the Contractor to accept a contract for this work and may retain as liquidated damages the Contractor's bid bond, cashier's check or certified check as provided in the Instructions to Bidders. Upon receipt the Owner will issue a "Notice to Proceed" with the work to the Contractor.

B. Within the time frame noted in Section 013200 - Schedules, following receipt of the "Notice to Proceed", the Contractor shall submit to the Owner a progress schedule and schedule of values, showing activities through the end of the contract period. Should the Contractor not receive written notification from the Owner of the disapproval of the schedule of values within fifteen (15) working

- days, the Contractor may consider it approved for purpose of determining when the first monthly Application and Certification for Payment may be submitted.
- C. The Contractor may commence work upon receipt of the Division of Facilities Management, Design and Construction's "Notice to Proceed" letter. Contractor shall prosecute the work with faithfulness and energy, and shall complete the entire work on or before the completion time stated in the contract documents or pay to the Owner the damages resulting from the failure to timely complete the work as set out within Article 5.4.

#### ARTICLE 5.2 -- PROJECT CONSTRUCTION

- A. Each Contractor shall submit for the Owner's approval, in reproducible form, a progress schedule showing the rate of progress and the order of the work proposed to carry on various phases of the project. The schedule shall be in conformance with the requirements outlined in Section 013200 Schedules.
- B. Contractor shall employ and supply a sufficient force of workers, material, and equipment and shall pay when due, any worker, subcontractor or supplier and otherwise prosecute the work with such diligence so as to maintain the rate of progress indicated on the progress schedule, prevent work stoppage, and insure completion of the project within the time specified.

#### **ARTICLE 5.3 -- PROJECT COMPLETION**

- A. Substantial Completion. A Project is substantially complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner's ability to use the Project for its intended purpose.
  - 1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
    - That work is essentially complete with the exception of certain listed work items.
       The list shall be referred to as the "Contractor's Punch."
    - b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.5A.
    - c. That the Work is ready for inspection by the Designer and Construction Representative. The Owner shall be entitled to a minimum of ten working

- days notice before the inspection shall be performed.
- 2. If the work is acceptable, the Owner shall issue a Certificate of Substantial Completion, which shall set forth the responsibilities of the Owner and the Contractor for utilities, security, maintenance, damage to the work and risk of loss. The Certificate shall also identify those remaining items of work to be performed by the Contractor. All such work items shall be complete within 30 working days of the date of the Certificate, unless the Certificate specifies a different time. If the Contractor shall be required to perform tests that must be delayed due to climatic conditions, it is understood that such tests and affected equipment will be identified on the Certificate and shall be accomplished by the Contractor at the earliest possible date. Performance of the tests may not be required before Substantial Completion can be issued. The date of the issuance of the Certificate of Substantial Completion shall determine whether or not the work was completed within the contract time and whether or not Liquidated Damages are due.
- 3. If the work is not acceptable, and the Owner does not issue a Certificate of Substantial Completion, the Owner shall be entitled to charge the Contractor with the Designer's and Owner's costs of re-inspection, including time and travel.
- B. Partial Occupancy. Contractor agrees that the Owner shall be permitted to occupy and use any completed or partially completed portions of the Project, when such occupancy and use is in the Owner's best interest. Owner shall notify Contractor of its desire and intention to take Partial Occupancy as soon as possible but at least ten (10) working days before the Owner intends to occupy. If the Contractor believes that the portion of the work the Owner intends to occupy is not ready for occupancy, the Contractor shall notify the Owner immediately. The Designer shall inspect the work in accordance with the procedures above. If the Contractor claims increased cost of the project or delay in completion as a result of the occupancy, he shall notify the Owner immediately but in all cases before occupancy occurs.
- C. Final Completion. The Project is finally complete when the Certificate of Substantial Completion has been issued and all work items identified therein as incomplete have been completed, and when all administrative items required by the contract have been completed. Final Completion entitles the Contractor to payment of the outstanding balance of the contract amount including all change orders

- and retainage. Within five (5) working days of the date of the Certificate of Substantial Completion, the Contractor shall identify the cost to complete any outstanding items of work. The Designer shall review the Contractor's estimate and either approve it or provide an independent estimate for all such items. If the Contractor fails to complete the remaining items within the time specified in the Certificate, the Owner may terminate the contract and go to the surety for project completion in accordance with Article 7.2 or release the contract balance to the Contractor less 150% of the approved estimate to complete the outstanding items. Upon completion of the outstanding items. when a final cost has been established, any monies remaining shall be paid to the Contractor. Failure to complete items of work does not relieve the Contractor from the obligation to complete the administrative requirements of the contract, such as the provisions of Article 5.3 FAILURE TO COMPLETE ALL ITEMS OF WORK UNDER THE CONTRACT SHALL BE CONSIDERED A DEFAULT AND BE GROUNDS FOR CONTRACT TERMINATION AND DEBARMENT.
- D. Liquidated Damages. Contractor agrees that the Owner may deduct from the contract price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in this contract for each work day after the Contract Completion Day on which work is not Substantially Complete. Assessment of Liquidated Damages shall not relieve the Contractor or the surety of any responsibility or obligation under the Contract. In addition, the Owner may, without prejudice to any other rights, claims, or remedies the Owner may have including the right to Liquidated Damages, charge the Contractor for all additional expenses incurred by the Owner and/or Designer as the result of the extended contract period through Final Completion. Additional Expenses shall include but not be limited to the costs of additional inspections.
- E. Early Completion. The Contractor has the right to finish the work before the contract completion date; however, the Owner assumes no liability for any hindrances to the Contractor unless Owner caused delays result in a time extension to the contract completion date. The Contractor shall not be entitled to any claims for lost efficiencies or for delay if a Certificate of Substantial Completion is given on or before the Contract Completion Date.

#### ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

A. Payments on account of this contract will be made monthly in proportion to the work which has been completed. Request for payment must be submitted on the Owner's forms. No other pay request will be processed. Supporting breakdowns must be in the same format as Owner's forms and must provide the same level of detail. The Designer will, within 5 working days from receipt of the contractor's request for payment either issue a Certificate for Payment to the Owner, for such amount as the Designer determines is properly due, or notify the Contractor in writing of reasons for withholding a Certificate. The Owner shall make payment within 30 calendar days after the "Application and Certification for Payment" has been received and certified by the Designer. The following items are to be attached to the contractor's pay request:

- 1. Updated construction schedule
- Certified payrolls consisting of name, occupation and craft, number of hours worked and actual wages paid for each individual employee, of the Contractor and all subcontractors working on the project
- B. The Owner shall retain 5 percent of the amount of each such payment application, except as allowed by Article 5.4, until final completion and acceptance of all work covered by this contract.
- C. Each payment made to Contractor shall be on account of the total amount payable to Contractor and all material and work covered by paid partial payment shall thereupon become the sole property of Owner. This provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of this contract.
- D. Materials delivered to the work site and not incorporated in the work will be allowed in the Application and Certification for Payment on the basis of one hundred (100%) percent of value, subject to the 5% retainage providing that they are suitably stored on the site or in an approved warehouse in accordance with the following requirements:
  - Material has previously been approved through submittal and acceptance of shop drawings conforming to requirements of Article 3.2 of General Conditions.
  - 2. Delivery is made in accordance with the time frame on the approved schedule.
  - Materials, equipment, etc., are properly stored and protected from damage and deterioration and remain so - if not, previously approved amounts will be deleted from subsequent pay applications.

- 4. The payment request is accompanied by a breakdown identifying the material equipment, etc. in sufficient detail to establish quantity and value.
- E. The Contractor shall be allowed to include in the Application and Certification for Payment, one hundred (100%) of the value, subject to retainage, of major equipment and material stored off the site if all of the following conditions are met:
  - The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.
  - 2. Materials stored in one location off site are valued in excess of \$25,000.
  - That a Certificate of Insurance is provided indicating adequate protection from loss, theft conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.
  - 4. The materials are stored in a facility approved and inspected, by the Construction Representative.
  - 5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.
- F. The Owner shall determine the amount, quality and acceptability of the work and materials which are to be paid for under this contract. In the event any questions shall arise between the parties, relative to this contract or specifications, determination or decision of the Owner or the Construction Representative and the Designer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.
- G. Payments Withheld: The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:
  - Defective work not remedied. When a notice
    of noncompliance is issued on an item or
    items, corrective action shall be undertaken
    immediately. Until corrective action is
    completed, no monies will be paid and no
    additional time will be allowed for the item or

- items. The cost of corrective action(s) shall be borne by the Contractor.
- 2. A reasonable doubt that this contract can be completed for the unpaid balance.
- 3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.
- 4. Failure of the Contractor to update the construction schedule.
  - When the Construction Representative is satisfied the Contractor has remedied above deficiencies, payment shall be released.
- H. Final Payment: Upon receipt of written notice from the Contractor to the Designer and Project Representative that the work is ready for final inspection and acceptance, the Designer and Project Representative, with the Contractor, shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Construction Representative shall complete a final acceptance report and the Contractor will be directed to submit a final Application and Certification for Payment. If the Owner approves the same, the entire balance shall be due and payable, with the exception of deductions as provided for under Article 5.4.
  - 1. Where the specifications provide for the performance by the Contractor of (certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of climatic conditions, such test shall may be considered as required under the provisions of the specifications, Section 013300 and this contract may be substantial Full payment will not be made until the tests have been made and the equipment and system is finally accepted. If the tests are not completed when scheduled, the Owner may deduct 150% of the value of the tests from the final payment.
  - 2. The final payment shall not become due until the Contractor delivers to the Construction Representative:
    - a) A complete file of releases, on the standard form included in the contract documents as "Final Receipt of Payment and Release Form", from subcontractors and material suppliers evidencing payment in full for services, equipment and materials, as the case may require, if the Owner approves, or a consent from

- the Surety to final payment accepting liability for any unpaid amounts.
- b) An Affidavit of Compliance with Prevailing Wage Law, in the form as included in this contract specifications, properly executed by each subcontractor, and the Contractor
- c) Certified copies of all payrolls
- d) As-built drawings
- If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a claim including all costs and a reasonable attorney's fee.
- 4. Missouri statute requires prompt payment from the Owner to the Contractor within thirty calendar days and from the Contractor to his subcontractors within fifteen calendar days. Failure to make payments within the required time frame entitles the receiving party to charge interest at the rate of one and one half percent per month calculated from the expiration of the statutory time period until paid.
- 5. The value of all unused unit price allowances and/or 150% of the value of the outstanding work items, and/or liquidated damages may be deducted from the final pay request without executing a Contract Change. Any unit price items which exceed the number of units in the contract may be added by Contract Change.

#### **ARTICLE 6 -- INSURANCE AND BONDS**

#### ARTICLE 6.1 -- BOND

- A. Contractor shall furnish a performance/payment bond in an amount equal to 100% of the contract price to guarantee faithful performance of the contract and 100% of the contract price to guarantee the payment of all persons performing labor on the project and furnishing materials in connection therewith under this contract as set forth in the standard form of performance and payment bond included in the contract documents. The surety on such bond shall be issued by a surety company authorized by the Missouri Department of Insurance to do business in the state of Missouri.
- B. All Performance/Payment Bonds furnished in response to this provision shall be provided by a bonding company with a rating of B+ or higher as established by A.M. Best Company, Inc. in their most recent publication.

#### **ARTICLE 6.2 – INSURANCE**

A. The successful Contractor shall procure and maintain for the duration of the contract issued a policy or policies of insurance for the protection of both the Contractor and the Owner and their respective officers, officials, agents, consultants and employees. The Owner requires certification of insurance coverage from the Contractor prior to commencing work.

#### B. Minimum Scope and Extent of Coverage

#### 1. General Liability

Commercial General Liability, ISO coverage form number or equivalent CG 00 01 ("occurrence" basis), or I-SO coverage form number CG 00 02, or ISO equivalent.

If ISO equivalent or manuscript general liability coverage forms are used, minimum be coverage will follows: as Premises/Operations: Independent Contractors; Products/Completed Operations; personal Injury; Broad Form Property Damage including Completed Operations; Broad Form Contractual Liability Coverage to include Contractor's obligations under Article 1.11 Indemnification and any other Special Hazards required by the work of the contract.

#### 2. Automobile Liability

Business Automobile Liability Insurance, ISO Coverage form number or equivalent CA 00 01 covering automobile liability, code 1 "ANY AUTO".

3. Workers' Compensation and Employer's Liability

Statutory Workers' Compensation Insurance for Missouri and standard Employer's Liability Insurance, or the authorization to self-insure for such liability from the Missouri Division of Workers' Compensation.

4. Builder's Risk or Installation Floater Insurance

Insurance upon the work and all materials, equipment, supplies, temporary structures and similar items which may be incident to the performance of the work and located at or adjacent to the site, against loss or damage from fire and such other casualties as are included in extended coverage in broad "All Risk" form, including coverage for Flood and Earthquake, in an amount not less than the replacement cost of the work or this contact price, whichever is greater, with loss payable to Contractor and Owner as their respective interests may appear.

Contractor shall maintain sufficient insurance to cover the full value of the work and materials as the work progresses, and shall furnish Owner copies of all endorsements. If Reporting-Risk Builder's Form Endorsement is used. Contractor shall make all reports as required therein so as to keep in force an amount of insurance which will equal the replacement cost of the work, materials, equipment, supplies, temporary structures, and other property covered thereby; and if, as a result of Contractor's failure to make any such report, the amount of insurance so recoverable shall be less than such replacement cost, Contractor's interest in the proceeds of such insurance, if any, shall be subordinated to Owner's interest to the end that Owner may receive full reimbursement for its loss.

#### C. Minimum Limits of Insurance

1. General Liability

Contractor

\$2,000,000 combined single limit per occurrence for bodily injury,

personal injury, and property damage

\$2,000,000 annual aggregate

2. Automobile Liability

\$2,000,000 combined single limit per occurrence for bodily injury and property damage

3. Workers' Compensation and Employers Liability

Workers' Compensation limits as required by applicable State Statutes (generally unlimited) and minimum of \$1,000,000 limit per accident for Employer's Liability.

General Liability and Automobile Liability insurance may be arranged under individual policies for the full limits required or by a combination of underlying policies with the balance provided by a form-following Excess or Umbrella Liability policy.

#### D. Deductibles and Self-Insured Retentions

All deductibles, co-payment clauses, and self-insured retentions must be declared to and approved by the Owner. The Owner reserves the right to request the reduction or elimination of unacceptable deductibles or self-insured retentions, as they would apply to the Owner, and their respective officers, officials, agents, consultants and employees. Alternatively, the Owner may request Contractor to procure a bond guaranteeing

payment of losses and related investigations, claims administration, and defense expenses.

#### E. Other Insurance Provisions and Requirements

The respective insurance policies and coverage, as specified below, must contain, or be endorsed to contain the following conditions or provisions:

#### 1. General Liability

The Owner, and its respective commissioners, officers, officials, agents, consultants and employees shall be endorsed as additional insured's by ISO form CG 20 26 Additional Insured - Designated Person or Organization. As additional insured's, they shall be covered as to work performed by or on behalf of the Contractor or as to liability which arises out of Contractor's activities or resulting from the performance of services or the delivery of goods called for by the Contract.

Contractor's insurance coverage shall be primary with respect to all additional insured's. Insurance of self-insurance programs maintained by the designated additional -insured's shall be excess of the Contractor's insurance and shall not contribute with it.

Additionally, the Contractor and Contractor's general liability insurer shall agree to waive all rights of subrogation against the Owner and any of their respective officers, officials, agents, consultants or employees for claims, losses, or expenses which arise out of Contractor's activities or result from the performance of services or the delivery of goods called for by the Contract.

Contractor's failure to comply with the terms and conditions of these insurance policies shall not affect or abridge coverage for the Owner, or for any of their officers, officials, agents, consultants or employees.

#### 2. Automobile Insurance

The Owner, and their respective officers, officials, agents, consultants and employees shall be endorsed as additional insured's by ISO form CG 20 26 - Additional Insured Designated Person or Organization. As additional insured's, they shall be covered as to work performed by or on behalf of the Contractor or as to liability which arises out of Contractor's activities or resulting from the performance of services or the delivery of goods called for by the Contract.

Contractor's insurance coverage shall be primary with respect to all additional insured's. Insurance or self-insurance

programs maintained by the designated additional insured's shall be in excess of the Contractor's insurance and shall not contribute with it

Additionally, the Contractor and Contractor's automobile insurer shall agree to waive all rights of subrogation against the Owner and any of their respective officers, officials, agents, consultants or employees for claims, losses, or expenses which arise out of Contractor's activities or result from the performance of services or the delivery of goods called for by the Contract.

Contractor's failure to comply with the terms and conditions of these insurance policies shall not affect or abridge coverage for the Owner or for any of its officers, officials, agents, consultants or employees.

#### 3. Workers' Compensation/Employer's Liability

Contractor's workers' compensation insurance shall be endorsed with NCCI form WC 00 03 01 A - Alternative Employer Endorsement. The Alternative Employer Endorsement shall designate the Owner as "alternate employers."

#### 4. All Coverages

Each insurance policy required by this section of the Contract shall contain a stipulation, endorsed if necessary, that the Owner will receive a minimum of a thirty (30) calendar day advance notice of any policy cancellation. Ten (10) calendar days advance notice is required for policy cancellation due to non-payment of premium.

#### F. Insurer Qualifications and Acceptability

Insurance required hereunder shall be issued by an A.M. Best, "B+" rated, Class IX insurance company approved to conduct insurance business in the state of Missouri.

#### G. Verification of Insurance Coverage

Prior to Owner issuing a Notice to Proceed, the Contractor-shall furnish the Owner with Certificate(s) of Insurance and with any applicable original endorsements evidencing the required insurance coverage. The insurance certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements received by the Owner are subject to review and approval by the Owner. The Owner reserves the right to require certified copies of all required policies at any time. If the scope of this contract will exceed one (1) year - or, if any of Contractor's applicable insurance coverage expires prior to completion of the work or services required under this contract -

the Contractor will provide a renewal or replacement certificate before continuing work or services hereunder. If the Contractor fails to provide documentation of required insurance coverage, the Owner may issue a stop work order and no additional contract completion time and/or compensation shall be granted as a result thereof.

## ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

#### **ARTICLE 7.1 - FOR SITE CONDITIONS**

When conditions at the site of the proposed work are considered by the Owner to be unsatisfactory for prosecution of the work, the Contractor may be ordered in writing to suspend the work or any part thereof until reasonable conditions exist. When such suspension is not due to fault or negligence of the Contractor, time allowed for completion of such suspended work will be extended by a period of time equal to that lost due to delay occasioned by ordered suspension. This will be a no cost time extension.

#### **ARTICLE 7.2 - FOR CAUSE**

- A. Termination or Suspension for Cause:
  - If the Contractor shall file for bankruptcy, or should make a general assignment for the benefit of the creditors, or if a receiver should be appointed on account of insolvency, or if contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if the contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of this contract, then the Owner may serve notice on the Contractor and the surety setting forth the violations and demanding compliance with this contract. Unless within ten (10) consecutive calendar days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the Owner may suspend the Contractor's right to proceed with the work or terminate this contract.
  - 2. In the event the Owner suspends Contractor's right to proceed with the work or terminates the contract, the Owner may demand that the Contractor's surety take over and complete the work on this contract, after the surety submits a written proposal to the Owner and receives written approval and upon the surety's failure or refusal to do so within ten (10) consecutive

- calendar days after demand therefore, the Owner may take over the work and prosecute the same to completion by bid or negotiated contract, or the Owner may elect to take possession of and utilize in completing the work such materials, supplies, appliances and plant as may be on the site of the work, and all subcontractors, if the Owner elects, shall be bound to perform their contracts.
- B. The Contractor and its surety shall be and remain liable to the Owner for any excess cost or damages occasioned to the Owner as a result of the actions above set forth.
- C. The Contractor in the event of such suspension or termination shall not be entitled to receive any further payments under this contract until the work is wholly finished. Then if the unpaid balance under this contract shall exceed all expenses of the Owner as certified by the Director, such excess shall be paid to the Contractor; but, if such expenses shall exceed the unpaid balance as certified by the Director, the Contractor and their surety shall be liable for and shall pay the difference and any damages to the Owner.
- D. In exercising Owner's right to secure completion of the work under any of the provisions hereof, the Director shall have the right to exercise Owner's sole discretion as to the manner, methods and reasonableness of costs of completing the work.
- E. The rights of the Owner to suspend or terminate as herein provided shall be cumulative and not exclusive and shall be in addition to any other remedy provided by law.
- The Contractor in the event of such suspension or termination may be declared ineligible for Owner contracts for a minimal period of twelve (12) months. Further, no contract will be awarded to any Contractor who lists in their bid form any subcontractor whose prior performance has contributed, as determined by the Owner, to a breach of a contract. In order to be considered for state-awarded contracts after this period, the Contractor/subcontractor will be required to forward acceptance reports to the Owner regarding successful completion of non-state projects during the intervening twelve (12) months from the date of default. No contracts will be awarded to a subcontractor/Contractor until the ability to perform responsibly in the private sector has been proven to the Owner.

#### **ARTICLE 7.3 -- FOR CONVENIENCE**

A. The Owner may terminate or suspend the Contract or any portion of the Work without cause at any time, and at the Owner's convenience. Notification of a termination or suspension shall be in writing

and shall be given to the Contractor and their surety. If the Contract is suspended, the notice will contain the anticipated duration of the suspension or the conditions under which work will be permitted to resume. If appropriate, the Contractor will be requested to demobilize and re-mobilize and will be reimbursed time and costs associated with the suspension.

- B. Upon receipt of notification, the Contractor shall:
  - 1. Cease operations when directed.
  - Take actions to protect the work and any stored materials.
  - Place no further subcontracts or orders for material, supplies, services or facilities except as may be necessary to complete the portion of the Contract that has not been terminated. No claim for payment of materials or supplies ordered after the termination date shall be considered.
  - 4. Terminate all existing subcontracts, rentals, material, and equipment orders.

- 5. Settle all outstanding liabilities arising from termination with subcontractors and suppliers.
- 6. Transfer title and deliver to the Owner, work in progress, completed work, supplies and other material produced or acquire for the work terminated, and completed or partially completed plans, drawings information and other property that, if the Contract had been completed, would be required to be furnished to the Owner.
- C. For termination without cause and at the Owner's convenience, in addition to payment for work completed prior to date of termination, the Contractor may be entitled to payment of other documented costs directly associated with the early termination of the contract. Payment for anticipated profit and unapplied overhead will not be allowed.

#### SECTION 007300 - SUPPLEMENTARY CONDITIONS

#### 1.0 GENERAL:

A. These Supplementary General Conditions clarify, add, delete, or otherwise modify standard terms and conditions of DIVISION 0, BIDDING AND CONTRACTING REQUIREMENTS.

#### 2.0 CONTACTS:

Designer: Majid Amirahmadi

International Architects Atelier 912 Broadway Blvd., Suite 300 Kansas City, MO 64105 Telephone: 816-471-6522 Email: majid@i-a-a.com

Construction Representative: Rick Howard

Division of Facilities Management, Design and Construction

836 North Scott Belton, MO 64012 Telephone: 816-329-0201

Email: Ricky.Howard@oa.mo.gov

Project Manager: Scott Zeller

Division of Facilities Management, Design and Construction

301 West High Street, Room 730 Jefferson City, Missouri 65101 Telephone: 573-751-2668 Email: Scott.Zeller@oa.mo.gov

Contract Specialist: Paul Girouard

Division of Facilities Management, Design and Construction

301 West High Street, Room 730 Jefferson City, Missouri 65101 Telephone: 573-751-4797 Email: paul.girouard@oa.mo.gov

## 3.0 NOTICE: ALL BID MATERIALS ARE DUE AT THE TIME OF BID SUBMITTAL. THERE IS NO SECOND SUBMITTAL FOR THIS PROJECT.

#### 4.0 FURNISHING CONSTRUCTION DOCUMENTS:

- A. The Owner will furnish the Contractor with approximately 5 complete sets of drawings and specifications at no charge.
- B. The Owner will furnish the Contractor with approximately 5 sets of explanatory or change drawings at no charge.
- C. The Contractor may make copies of the documents as needed with no additional cost to the Owner.

#### 5.0 SAFETY REQUIREMENTS

Contractor and subcontractors at any tier shall comply with RSMo 292.675 and Article 1.3, E, of Section 007213, General Conditions.

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 29

Section 011

BUCHANAN COUNTY

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

Original Signed by

Todd Smith, Director Division of Labor Standards

Filed With Secretary of State: March 10, 2022

Last Date Objections May Be Filed: April 11, 2022

**Prepared by Missouri Department of Labor and Industrial Relations** 

	**Prevailing
OCCUPATIONAL TITLE	Hourly
OCCUPATIONAL TITLE	Rate
Asbestos Worker	\$67.48
Boilermaker	\$28.90*
	\$56.91
Bricklayer	· · · · · · · · · · · · · · · · · · ·
Carpenter	\$54.67
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$28.90*
Plasterer	
Communications Technician	\$28.90*
Electrician (Inside Wireman)	\$53.90
Electrician Outside Lineman	\$28.90*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$28.90*
Glazier	\$28.90*
Ironworker	\$66.31
Laborer	\$43.28
General Laborer	7.0.2
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.10
Marble Mason	40.11.0
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$28.90*
Group I	Ψ20.00
Group II	
Group III	
Group III-A	
Group IV	
Group V	<b>#40.00</b>
Painter	\$40.08
Plumber	\$65.60
Pipe Fitter	ΦΕΟ ΟΕ
Roofer	\$53.35
Sheet Metal Worker	\$68.44
Sprinkler Fitter	\$28.90*
Truck Driver	\$41.63
Truck Control Service Driver	
Group I	
Group II	+
Group III	
Group IV	

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

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

	**Prevailing
OCCUPATIONAL TITLE	Hourly
	Rate
Carpenter	\$62.33
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$28.90*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$45.77
General Laborer	
Skilled Laborer	
Operating Engineer	\$55.44
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$28.90*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

## OVERTIME and HOLIDAYS

#### **OVERTIME**

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

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

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

#### **HOLIDAYS**

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

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

#### SECTION 011000 – SUMMARY OF WORK

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions and Division 1 Specification Sections apply to this Section.

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of replacing the kitchen flooring for the R&D Food Service on the 3<sup>rd</sup> Floor of the Western Reception Diagnostic & Correctional Center.
  - 1. Project Location: 3401 Faraon St., St. Joseph, Missouri 64506.
  - 2. Owner: State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction, Harry S Truman State Office Building, Post Office Box 809, 301 West High Street, Jefferson City, Missouri 65102.
- B. Contract Documents, dated 09/30/2022 were prepared for the Project by International Architects Atelier, 912 Broadway Blvd, Kansas City, Missouri 64105.
- C. The Work consists of removing the existing flooring finish, repairing the floor drains to correct an issue with water infiltration, and installation of new floor tiling.
  - 1. The Work includes new floor drains, floor sinks, plumbing piping, and new quarry tile for the flooring finish.
- D. The Work will be constructed under a single prime contract.

#### 1.3 CONTRACTOR USE OF PREMISES

- A. General: During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The Contractor's use of the premises limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.
- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
  - 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
  - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage cause by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

SUMMARY OF WORK 011000 - 1

#### 1.4 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate owner usage. Perform the Work so as not to interfere with the Owner's operations.
- B. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
  - 1. The Designer will prepare a Certificate of Partial Occupancy for each specific portion of the Work to be occupied prior to substantial completion.
  - 2. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions for the building.
  - 3. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions for the building.

**PART 2 - PRODUCTS (Not Applicable)** 

**PART 3 - EXECUTION (Not Applicable)** 

**END OF SECTION 011000** 

SUMMARY OF WORK 011000 - 2

#### 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 1 Specification Sections apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
  - 2. Weather allowances.
- C. Related Sections include the following:
  - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
  - 2. Division 1 Section "Unit Prices" for procedures for using unit prices.

#### 1.3 WEATHER ALLOWANCE

- A. Included within the completion period for this project are a specified number of "bad weather" days (see Schedule of Allowances).
- B. In the event weather conditions preclude performance of critical work activities for 50% or more of the Contractor's scheduled workday, that day shall be declared unavailable for work due to weather (a "bad weather" day) and charged against the above allowance. Critical work activities will be determined by review of the Contractor's current progress schedule.
- C. The Contractor's Representative and the Construction Representative shall agree monthly on the number of "bad weather" days to be charged against the allowance. This determination will be documented in writing and be signed by the Contractor and the Construction Representatives. If there is a failure to agree on all or part of the "bad weather" days for a particular month, that disagreement shall be noted on this written document and signed by each party's representative. Failure of the Contractor's representative to sign the "bad weather" day documentation after it is presented, with or without the notes of disagreement, shall constitute agreement with the "bad weather" day determination contained in that document.
- D. There will be no modification to the time of contract performance due solely to the failure to deplete the "bad weather" day allowance.

ALLOWANCES 012100 - 1

#### 1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, Designer of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Designer'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 Designer from the designated supplier.

#### 1.5 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### 1.6 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

#### 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.

#### 3.3 SCHEDULE OF ALLOWANCES

A. Weather Allowance: Included within the completion period for this Project (10) ten "bad weather" days.

#### **END OF SECTION 012100**

ALLOWANCES 012100 - 2

#### **SECTION 012200 – UNIT PRICES**

#### **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions and other Division 1 Specification Sections apply to this Section.
- B. Quantities of Units to be included in the Base Bid are indicated in Section 004322 Unit Prices.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Unit Prices.
- B. Related Sections include the following:
- 1. Division 1 Section "Allowances" for procedures for using Unit Prices to adjust quantity allowances.
- 2. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
- 3. Division 2 Section "Selective Demolition" for procedures for measurement and payment for repair of damages to the structural floor slab.

#### 1.3 **DEFINITIONS**

A. Unit Price is an amount proposed by bidders, stated on the Bid Form Attachment 004322 a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

- A. Unit Prices include all necessary material plus cost for delivery, installation, insurance, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of Unit Prices. Methods of measurement and payment for Unit Prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of Work in-place that involves use of established Unit Prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of Unit Prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each Unit Price.

UNIT PRICES 012200 - 1

#### **PART 2 - PRODUCTS (Not Used)**

#### **PART 3 - EXECUTION**

#### 3.1 LIST OF UNIT PRICES

- A. Unit Price No. 1 Repair of damages to the structural floor slab:
  - 1. Description: Repair any damages to the structural slab that may occur during demolition work according to Division 2 Section "Selective Demolition."
  - 2. Unit of Measurement: Square feet (SF).
  - 3. Base Bid Quantity: 338 SF
  - 4. Alternate 1 Quantity: 74 SF
  - 5. Alternate 2 Quantity: 68 SF
  - 6. Alternate 3 Quantity: 182 SF
  - 7. Alternate 4 Quantity: 73 SF

#### **END OF SECTION 012200**

UNIT PRICES 012200 - 2

#### **SECTION 012300 - ALTERNATES**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing Alternates.

#### 1.3 **DEFINITIONS**

- A. Definition: An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost for each alternate is the net addition to the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
- B. No additional time will be allowed for alternate work unless the number of work days is so stated on the bid form.

#### 1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate the Alternate Work into the Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- B. Notification: The award of the Contract will indicate whether alternates have been accepted or rejected.
- C. Execute accepted alternates under the same conditions as other Work of this Contract.
- D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.

#### **PART 2 - PRODUCTS (Not Applicable)**

#### **PART 3 - EXECUTION**

#### 3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Demolition and replacement of flooring including plumbing work to extents indicated on Drawing Sheets D100 – Kitchen Floor Demolition Plan, A100 – Kitchen Floor Plan – Phasing Plan, A103 – Kitchen Floor Plan – Alternate 1, P111.1 Plumbing Demolition –

ALTERNATES 012300 - 1

- Alternates 1, 2, 3 & 4, and P211.1 Plumbing Plans Alternates 1, 2, 3 & 4. Disconnect and temporarily relocate kitchen equipment prior to demolition and construction, and reinstall in original location after work is complete.
- B. Alternate No. 2: Demolition and replacement of flooring including plumbing work to extents indicated on Drawing Sheets D100 Kitchen Floor Demolition Plan, A100 Kitchen Floor Plan Phasing Plan, A104 Kitchen Floor Plan Alternate 2, P111.1 Plumbing Demolition Alternates 1, 2, 3 & 4, and P211.1 Plumbing Plans Alternates 1, 2, 3 & 4. Disconnect and temporarily relocate kitchen equipment prior to demolition and construction, and reinstall in original location after work is complete.
- C. Alternate No. 3: Demolition and replacement of flooring including plumbing work to extents indicated on Drawing Sheets D100 Kitchen Floor Demolition Plan, A100 Kitchen Floor Plan Phasing Plan, A105 Kitchen Floor Plan Alternate 3, P111.1 Plumbing Demolition Alternates 1, 2, 3 & 4, and P211.1 Plumbing Plans Alternates 1, 2, 3 & 4. Disconnect and temporarily relocate kitchen equipment prior to demolition and construction, and reinstall in original location after work is complete.
- D. Alternate No. 4: Demolition and replacement of flooring including plumbing work to extents indicated on Drawing Sheets D100 Kitchen Floor Demolition Plan, A100 Kitchen Floor Plan Phasing Plan, A106 Kitchen Floor Plan Alternate 4, P111.1 Plumbing Demolition Alternates 1, 2, 3 & 4, and P211.1 Plumbing Plans Alternates 1, 2, 3 & 4. Disconnect and temporarily relocate kitchen equipment prior to demolition and construction, and reinstall in original location after work is complete.

**END OF SECTION 012300** 

ALTERNATES 012300 - 2

#### 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 1 Specification Sections apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract Modifications.
- B. Related Sections include the following:
  - 1. Division 1, Section 012100 "Allowances" for procedural requirements for handling and processing Allowances.
  - 2. Division 1, Section 012200 "Unit Prices" for administrative requirements for using Unit Prices.
  - 3. Division 1, Section 013115 "Project Management Communications" for administrative requirements for communications.
  - 4. Division 0, Section 007213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.
  - 5. Division 0, Section 007213, Article 4.0 "Changes in the Work" for Change Order requirements.

#### 1.3 REQUESTS FOR INFORMATION

- A. In the event that the Contractor or Subcontractor, at any tier, determines that some portion of the Drawings, Specifications, or other Contract Documents requires clarification or interpretation, the Contractor shall submit a "Request for Information" (RFI) in writing to the Designer. A RFI may only be submitted by the Contractor and shall only be submitted on the RFI forms provided by the Owner. The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed. In the RFI, the Contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.
- B. Responses to RFI shall be issued within ten (10) working days of receipt of the Request from the Contractor unless the Designer determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Designer, the Designer will, within five (5) working days of receipt of the request, notify the Contractor of the anticipated response time. If the Contactor submits a RFI on a time sensitive activity on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Designer to respond to the request provided that the Designer responds within the ten (10) working days set forth above.
- C. Responses from the Designer will not change any requirement of the Contract Documents. In the event the Contractor believes that a response to a RFI will cause a change to the requirements of the Contract Document, the Contractor shall give written

notice to the Designer requesting a Change Order for the work. Failure to give such written notice within ten (10) working days, shall waive the Contractor's right to seek additional time or cost under Article 4, "Changes in the Work" of the General Conditions.

#### 1.4 MINOR CHANGES IN THE WORK

A. Designer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Amount or the Contract Time, on "Designer's Supplemental Instructions" (DSI).

#### 1.5 PROPOSAL REQUESTS

- A. The Designer or Owner Representative will issue a detailed description of proposed Changes in the Work that may require adjustment to the Contract Amount or the Contract Time. The proposed Change Description will be issued using the "Request for Proposal" (RFP) form. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by the Designer or Owner Representative are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within ten (10) working days after receipt of Proposal Request, submit a proposal for the cost adjustments to the Contract Amount and the Contract Time necessary to execute the Change. The Contractor shall submit his proposal on the appropriate Change Order Detailed Breakdown form. Subcontractors may use the appropriate Change Order Detailed Breakdown form or submit their proposal on their letterhead provided the same level of detail is included. All proposals shall include:
    - a. A detailed breakdown of costs per Article 4.1 of the General Conditions.
    - b. If requesting additional time per Article 4.2 of the General Conditions, 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.

#### 1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, the Designer or Owner Representative will issue a Change Order for signatures of Owner and Contractor on the "Change Order" form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012600** 

#### SECTION 013100 - COORDINATION

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions and other Division 1 Specification Sections apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Projects including, but not limited to, the following:
  - 1. Coordination Drawings.
  - 2. Administrative and supervisory personnel.
  - 3. Project meetings.
- B. Each Contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific Contractor.
- C. Related Sections include the following:
  - 1. Division 1, Section 013200 "Schedules" for preparing and submitting Contractor's Construction Schedule.
  - 2. Articles 1.8.B and 1.8.C of Section 007213 "General Conditions" for coordinating meetings onsite.
  - 3. Article 5.4.H of Section 007213 "General Conditions" for coordinating Closeout of the Contract.

#### 1.3 COORDINATION

- 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, which depend on each other for proper installation, connection, and operation.
- B. Coordination: Each Contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each Contractor shall coordinate its operations with 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 with other Contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required

maintenance, service, and repair of all components including mechanical and electrical.

- C. 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.
  - 1. Prepare similar memoranda for Owner and separate Contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other Contractors 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. Startup and adjustment of systems.
  - 8. Project Closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

#### 1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
- B. Key Personnel Names: Within fifteen (15) work days of starting construction operations, submit a list of key personnel assignments including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

#### 1.5 PROJECT MEETINGS

A. The Owner's Construction Representative will schedule a Pre-Construction Meeting prior to beginning of construction. The date, time, and exact place of this meeting will be determined after Contract Award and notification of all interested parties. The

Contractor shall arrange to have the Job Superintendent and all prime Subcontractors present at the meeting. During the Pre-Construction Meeting, the construction procedures and information necessary for submitting payment requests will be discussed and materials distributed along with any other pertinent information.

- 1. Minutes: Designer will record and distribute meeting minutes.
- B. Progress Meetings: The Owner's Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 "General Conditions".
  - 1. Minutes: Designer will record and distribute to Contractor the meeting minutes.
- C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
  - 1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:
    - a. Contract Documents
    - b. Options
    - c. Related RFIs
    - d. Related Change Orders
    - e. Purchases
    - f. Deliveries
    - g. Submittals
    - h. Review of mockups
    - i. Possible conflicts
    - j. Compatibility problems
    - k. Time schedules
    - 1. Weather limitations
    - m. Manufacturer's written recommendations
    - n. Warranty requirements
    - o. Compatibility of materials
    - p. Acceptability of substrates
    - q. Temporary facilities and controls
    - r. Space and access limitations
    - s. Regulations of authorities having jurisdiction
    - t. Testing and inspecting requirements

- u. Installation procedures
- v. Coordination with other Work
- w. Required performance results
- x. Protection of adjacent Work
- y. Protection of construction and personnel
- 3. Contractor shall record significant conference discussions, agreements, and disagreements including required corrective measures and actions.
- 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- 6. Revise paragraph below if Project requires holding progress meetings at different intervals. Insert special intervals such as "every third Tuesday" to suit special circumstances.
- 7. Project name and number
- 8. Name and address of Contractor
- 9. Name and address of Designer
- 10. RFI number including RFIs that were dropped and not submitted
- 11. RFI description
- 12. Date the RFI was submitted
- 13. Date Designer's response was received
- 14. Identification of related DSI or Proposal Request, as appropriate

PART 2 - PRODUCTS (Not Used)

**PART 3 - EXECUTION (Not Used)** 

**END OF SECTION 013100** 

#### SECTION 013115 - PROJECT MANAGEMENT COMMUNICATIONS

#### **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.
- B. Division 1, Section 013300 Submittals
- C. Division 1, Section 012600 Contract Modification Procedures

#### 1.2 SUMMARY

- A. Project Management Communications: The Contractor shall use the Internet web based project management communications tool, E-Builder® ASP software, and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
  - 1. Project management communications is available through E-Builder<sup>®</sup> as provided by "e-Builder<sup>®</sup>" in the form and manner required by the Owner.
  - 2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited
- B. Support: E-Builder<sup>®</sup> will provide on-going support through on-line help files.
- C. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
- D. Purpose: The intent of using E-Builder<sup>®</sup> is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files
- E. Authorized Users: Access to the web site will be by individuals who are authorized users.
  - 1. Individuals shall complete the E-Builder New Company/User Request Form located at the following web site: <a href="https://oa.mo.gov/facilities/vendor-links/contractor-forms">https://oa.mo.gov/facilities/vendor-links/contractor-forms</a>. Completed forms shall be emailed to the following email address: <a href="mailto:OA.FMDCE-BuilderSupport@oa.mo.gov">OA.FMDCE-BuilderSupport@oa.mo.gov</a>.
  - 2. Authorized users will be contacted directly and assigned a temporary user password.
  - 3. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
- F. Administrative Users: Administrative users have access and control of user licenses and <u>all posted items</u>. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE! Improper or abusive language toward any party or repeated posting of items

intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

- G. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using E-Builder® to send messages. Communication functions are as follows:
  - 1. Document Integrity and Revisions:
    - a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
    - b. The system shall make it easy to identify revised or superseded documents and their predecessors.
    - c. Server or Client side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.
  - 2. Document Security:
    - a. The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties communication except for Administrative Users. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!
  - 3. Document Integration:
    - a. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.
  - 4. Reporting:
    - a. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.
  - 5. Notifications and Distribution:
    - a. Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document distribution to parties outside of the project communication system shall be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.
  - 6. Required Document Types:
    - a. RFI, Request for Information.
    - b. Submittals, including record numbering by drawing and specification section.
    - c. Transmittals, including record of documents and materials delivered in hard copy.
    - d. Meeting Minutes.
    - e. Application for Payments (Draft or Pencil).
    - f. Review Comments.
    - g. Field Reports.
    - h. Construction Photographs.
    - i. Drawings.
    - j. Supplemental Sketches.
    - k. Schedules.
    - 1. Specifications.

- m. Request for Proposals
- n. Designer's Supplemental Instructions
- o. Punch Lists
- H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches documents shall be submitted by transmission in electronic form to the E-Builder® web site by licensed users.
  - a. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.
  - b. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
  - c. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.
- I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:
  - 1. Providing suitable computer systems for each licensed user at the users normal work location<sup>1</sup> with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
  - 2. Each of the above referenced computer systems shall have the following minimum system<sup>2</sup> and software requirements:
    - a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
      - 1) Operating System: Windows XP or newer
      - 2) Internet Browser: Internet Explorer 6.01SP2+ (Recommend IE7.0+)
      - 3) Minimum Recommend Connection Speed: 256K or above
      - 4) Processor Speed: 1 Gigahertz and above
      - 5) RAM: 512 mb
      - 6) Operating system and software shall be properly licensed.
      - 7) Internet Explorer version 7 (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.
      - 8) Adobe Acrobat Reader (current version is a free distribution for download).
      - 9) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

<sup>&</sup>lt;sup>1</sup> The normal work location is the place where the user is assigned for more than one-half of his time working on this project.

project.

<sup>2</sup> The minimum system herein will <u>not be sufficient</u> for many tasks and may not be able to process all documents and files stored in the E-Builder® Documents area.

**PART 2 - PRODUCTS (Not Applicable)** 

PART 3 - EXECUTION (Not Applicable.)

**END OF SECTION 013115** 

#### SECTION 013200 – SCHEDULE – BAR CHART

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

A. This Section includes requirements for a Bar Chart Schedule for the project construction activities, schedule of submittals, and schedule for testing.

#### **PART 2 - PRODUCTS - (Not Applicable)**

#### **PART 3 - EXECUTION**

#### 3.1 SUBMITTAL PROCEDURES

- A. The Contractor shall submit to the Designer, within ten (10) working days following the Notice to Proceed, a Progress Schedule including Schedule of Values showing the rate of progress the Contractor agrees to maintain and the order in which he proposed to carry out the various phases of Work. No payments shall be made to the Contractor until the Progress Schedule has been approved by the Owner.
  - 1. The Schedule of Values must have the following line items included with the value of the item as indicated below:
    - a. O&M's (Owner's Manual)
      - 1) \$1,000,000.00 (One million) and under 2% of the total contract amount
      - 2) Over \$1,000,000.00 (One million) 1% of the total contract amount
    - b. Close Out Documents
      - 1) \$1,000,000.00 (One million) and under 2% of the total contract amount
      - 2) Over \$1,000,000.00 (One million) 1% of the total contract amount
    - c. General Conditions
      - 1) No more than 10%
- B. The Contractor shall submit an updated Schedule for presentation at each Monthly Progress Meeting. The Schedule shall be updated by the Contractor as necessary to reflect the current Schedule and its relationship to the original Schedule. The updated Schedule shall reflect any changes in the logic, sequence, durations, or completion date. Payments to the Contractor shall be suspended if the Progress Schedule is not adequately updated to reflect actual conditions.

C. The Contractor shall submit Progress Schedules to Subcontractors to permit coordinating their Progress Schedules to the general construction Work. The Contractor shall coordinate preparation and processing of Schedules and reports with performance of other construction activities.

# 3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

- A. Bar-Chart Schedule: The Contractor shall prepare a comprehensive, fully developed, horizontal bar chart-type Contractor's Construction Schedule. The Contractor for general construction shall prepare the Construction Schedule for the entire Project. The Schedule shall show the percentage of work to be completed at any time, anticipated monthly payments by Owner, as well as significant dates (such as completion of excavation, concrete foundation work, underground lines, superstructure, rough-ins, enclosure, hanging of fixtures, etc.) which shall serve as check points to determine compliance with the approved Schedule.
  - 1. The Contractor shall provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week.
    - a. If practical, use the same Schedule of Values breakdown for schedule time bars.
  - 2. The Contractor shall provide a base activity time bar showing duration for each construction activity. Each bar is to indicate start and completion dates for the activity. The Contractor is to place a contrasting bar below each original schedule activity time for indicating actual progress and planned remaining duration for the activity.
  - 3. The Contractor shall prepare the Schedule on a minimal number of separate sheets to readily show the data for the entire construction period.
  - 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on schedule with other construction activities. Include minor elements involved in the overall sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
  - 5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other required schedules and reports.
  - 6. Indicate the Intent to Award and the Contract Substantial Completion dates on the schedule.
- B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the following:
  - 1. Requirement for Phased completion
  - 2. Work by separate Contractors
  - 3. Work by the Owner
  - 4. Pre-purchased materials
  - 5. Coordination with existing construction
  - 6. Limitations of continued occupancies
  - 7. Un-interruptible services

- 8. Partial Occupancy prior to Substantial Completion
- 9. Site restrictions
- 10. Provisions for future construction
- 11. Seasonal variations
- 12. Environmental control
- C. Work Stages: Use crosshatched bars to indicate important stages of construction for each major portion of the Work. Such stages include, but are not necessarily limited to, the following:
  - 1. Subcontract awards
  - 2. Submittals
  - 3. Purchases
  - 4. Mockups
  - 5. Fabrication
  - 6. Sample testing
  - 7. Deliveries
  - 8. Installation
  - 9. Testing
  - 10. Adjusting
  - 11. Curing
  - 12. Startup and placement into final use and operation
- D. Area Separations: Provide a separate time bar to identify each major area of construction for each major portion of the Work. For the purposes of this Article, a "major area" is a story of construction, a separate building, or a similar significant construction element.
  - 1. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    - a. Structural completion.
    - b. Permanent space enclosure
    - c. Completion of mechanical installation
    - d. Completion of the electrical portion of the Work
    - e. Substantial Completion

# 3.3 SCHEDULE OF SUBMITTALS

- A. Upon acceptance of the Construction Progress Schedule, prepare and submit a complete schedule of submittals. Coordinate the submittal schedule with Section 013300 SUBMITTALS, the approved Construction Progress Schedule, list of subcontracts, Schedule of Values and the list of products.
- B. Prepare the schedule in chronological order. Provide the following information
  - 1. Scheduled date for the first submittal

- 2. Related Section number
- 3. Submittal category
- 4. Name of the Subcontractor
- 5. Description of the part of the Work covered
- 6. Scheduled date for resubmittal
- 7. Scheduled date for the Designer's final release or approval
- C. Distribution: Following the Designer's response to the initial submittal schedule, print and distribute copies to the Designer, Owner, subcontractors, and other parties required to comply with submittal dates indicated.
  - 1. Post copies in the Project meeting room and temporary field office.
  - 2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned part of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting or other activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

### 3.4 SCHEDULE OF INSPECTIONS AND TESTS

- A. Prepare a schedule of inspections, tests, and similar services required by the Contract Documents. Submit the schedule with (15) days of the date established for commencement of the Contract Work. The Contractor is to notify the testing agency at least (5) working days in advance of the required tests unless otherwise specified.
- B. Form: This schedule shall be in tabular form and shall include, but not be limited to, the following:
  - 1. Specification Section number
  - 2. Description of the test
  - 3. Identification of applicable standards
  - 4. Identification of test methods
  - 5. Number of tests required
  - 6. Time schedule or time span for tests
  - 7. Entity responsible for performing tests
  - 8. Requirements for taking samples
  - 9. Unique characteristics of each service
- C. Distribution: Distribute the schedule to the Owner, Architect, and each party involved in performance of portions of the Work where inspections and tests are required.

### **END OF SECTION 013200**

### SECTION 013300 - SUBMITTALS

#### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.
- B. Division 1, Section 013115 "Project Management Communications" for administrative requirements for communications.

### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work including the following:
  - 1. Shop Drawings
  - 2. Product Data
  - 3. Samples
  - 4. Quality Assurance Submittals
  - 5. Construction Photographs
  - 6. Operating and Maintenance Manuals
  - 7. Warranties
- B. Administrative Submittals: Refer to General and Supplementary Conditions other applicable Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
  - 1. Construction Progress Schedule including Schedule of Values
  - 2. Performance and Payment Bonds
  - 3. Insurance Certificates
  - 4. Applications for Payment
  - 5. Certified Payroll Reports
  - 6. Partial and Final Receipt of Payment and Release Forms
  - 7. Affidavit Compliance with Prevailing Wage Law
  - 8. Record Drawings
  - 9. Notifications, Permits, etc.
- C. The Contractor is obliged and responsible to check all shop drawings and schedules to assure compliance with contract plans and specifications. The Contractor is responsible for the content of the shop drawings and coordination with other contract work. Shop drawings and schedules shall indicate, in detail, all parts of an Item or Work including erection and setting instructions and integration with the Work of other trades.
- D. The Contractor shall at all times make a copy, of all approved submittals, available on site to the Construction Representative.

### 1.3 SUBMITTAL PROCEDURES

- A. The Contractor shall comply with the General and Supplementary Conditions and other applicable sections of the Contract Documents. The Contractor shall submit, with such promptness as to cause no delay in his work or in that of any other contractors, all required submittals indicated in Part 3.1 of this section and elsewhere in the Contract Documents. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - a. The Designer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- B. Each drawing and/or series of drawings submitted must be accompanied by a letter of transmittal giving a list of the titles and numbers of the drawings. Each series shall be numbered consecutively for ready reference and each drawing shall be marked with the following information:
  - 1. Date of Submission
  - 2. Name of Project
  - 3. Location
  - 4. Section Number of Specification
  - 5. State Project Number
  - 6. Name of Submitting Contractor
  - 7. Name of Subcontractor
  - 8. Indicate if Item is submitted as specified or as a substitution

### 1.4 SHOP DRAWINGS

- A. Comply with the General Conditions, Article 3.2.
- B. The Contractor shall submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- C. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings including the following information:
  - 1. Dimensions
  - 2. Identification of products and materials included by sheet and detail number
  - 3. Compliance with specified standards
  - 4. Notation of coordination requirements

- 5. Notation of dimensions established by field measurement
- 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8½"x11" but no larger than 24"x36".

### 1.5 PRODUCT DATA

- A. The Contractor shall comply with the General Conditions, Article 3.2.
- B. The Contractor shall collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
  - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information including the following information:
    - a. Manufacturer's printed recommendations
    - b. Compliance with Trade Association standards
    - c. Compliance with recognized Testing Agency standards
    - d. Application of Testing Agency labels and seals
    - e. Notation of dimensions verified by field measurement
    - f. Notation of coordination requirements
  - 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

### 1.6 SAMPLES

- A. The Contractor shall comply with the General Conditions, Article 3.2.
- B. The Contractor shall submit full-size, fully fabricated samples, cured and finished as specified, and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
  - 1. The Contractor shall mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Designer's sample including the following:
    - a. Specification Section number and reference
    - b. Generic description of the Sample
    - c. Sample source
    - d. Product name or name of the Manufacturer
    - e. Compliance with recognized standards
    - f. Availability and delivery time
  - 2. The Contractor shall submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

- a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show approximate limits of the variations.
- b. Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
- c. Refer to other Sections for samples to be returned to the Contractor for incorporation in the Work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.
- d. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
- 3. Field samples are full-size examples erected onsite to illustrate finishes, coatings, or finish materials and to establish the Project standard.
  - a. The Contractor shall comply with submittal requirements to the fullest extent possible. The Contractor shall process transmittal forms to provide a record of activity.

# 1.7 QUALITY ASSURANCE DOCUMENTS

- A. The Contractor shall comply with the General Conditions, Article 3.2
- B. The Contractor shall submit quality control submittals including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- C. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the Manufacturer certifying compliance with specified requirements.
  - 1. Signature: Certification shall be signed by an officer of the Manufacturer or other individual authorized to contractually bind the Company.
- D. Inspection and Test Reports: The Contractor shall submit the required inspection and test reports from independent testing agencies as specified in this Section and in other Sections of the Contract Documents.
- E. Construction Photographs: The Contractor shall submit record construction photographs as specified in this Section and in other Sections of the Contract Documents.
  - 1. The Contractor shall submit digital photographs. The Construction Administrator shall determine the quantity and naming convention at the preconstruction meeting.
  - 2. The Contractor shall identify each photograph with project name, location, number, date, time, and orientation.
  - 3. The Contractor shall submit progress photographs monthly unless specified otherwise. Photographs shall be taken one (1) week prior to submitting.
  - 4. The Contractor shall take four (4) site photographs from differing directions and a minimum of five (5) interior photographs indicating the relative progress of the Work.

### 1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

A. The Contractor shall submit all required manufacturer's operating instructions, maintenance/service manuals, and warranties in accordance with the General Conditions, Article 3.5, and Supplementary Conditions along with this and other Sections of the Contract Documents.

# **PART 2 - PRODUCTS (Not Applicable)**

# **PART 3 - EXECUTION**

# 3.1 REQUIRED SUBMITTALS

A. Contractor shall submit the following information for materials and equipment to be provided under this contract.

SPEC	TITLE	CATEGORY
SECTION		
013100	Key Personnel Names	List of Subcontractors
013200	Construction Progress Schedule	Construction Schedule
013200	Schedule of Values	Schedule of Values
013200	List of Subcontracts	List of Subcontractors
013200	Progress Schedule	Construction Schedule
013200	Schedule of Submittals	Construction Schedule
013200	Schedule of Inspections, Tests, and Similar Services	Construction Schedule
013300	Performance and Payment Bonds	Certification
013300	Insurance Certificates	Certification
013300	Record Drawings	As-Builts
013300	Notifications, Permits, etc.	Certification
013513.16	Safety Data Sheets for Hazardous Materials	Product Data
013513.16	Schedule of Proposed Shutdowns	Construction Schedule
013513.16	List of All Employees to Submit for Background Checks	Schedule of Values
013513.16	Signed Privacy Documents for Each Employee	Certification
013513.16	Tuberculin Skin Test Results	Test Report
015000	Tests, Inspections, Meter Readings, and Similar Procedures	Test Report
015000	Implementation and Termination Schedule of Temp. Utilities	Construction Schedule
024119	Proposed Protection Measures Report	Shop Drawings
024119	Schedule of Selective Demolition Activities	Construction Schedule
024119	Pre-Demolition Photographs or Video	Construction Schedule
033000	Product Data for Each Product	Product Data
033000	Design Mixtures	Product Data
033000	Construction Joint Layout	Shop Drawings
033000	Installer's Qualification Data	Certification
033000	Preconstruction Testing Reports for Each Mixture	Test Report
033000	Field Quality-Control Reports	Test Report
033000	Preinstallation Conference Minutes	Construction Schedule
079200	Joint Sealants	Product Data
079200	Samples for Initial Selection	Sample
093000	Quarry Tile	Product Data
093000	Tile Layout and Details	Shop Drawings
093000	Samples for Initial Selection	Sample
093000	Installer's Qualification Data	Certification
220500	Coordination Drawings	Shop Drawings
220503	Installer's Certification	Certification
220503	Drawings/Data for Each Condition Requiring Firestopping	Shop Drawings
220503	Through-Penetration Firestop System Schedule	Shop Drawings
220503	One Year Warranty on Parts and Labor	Warranty
220503	Inspection Report by Manufacturer's Representative	Test Report
220529	Product Data and Shop Drawings for Each Product	Product Data
220553	Plumbing Identification Shop Drawings	Shop Drawings
220553	Valve Chart and Schedule	Shop Drawings
220719	Product Data for Each Product	Product Data
221000	Shop Drawings for Each Product	Shop Drawings
221000	Natural Gas and Propane Piping Systems Drawings (if Needed)	Shop Drawings
	,	
221030	Shop Drawings for Each Product	Shop Drawings

# END OF SECTION 013300

### SECTION 013513.16 - SITE SECURITY AND HEALTH REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

### 1.2 SUBMITTALS

- A. List of required submittals:
  - 1. Materials Safety Data Sheets for all hazardous materials to be brought onsite.
  - 2. Schedule of proposed shutdowns, if applicable.
  - 3. A list of the names of all employees who will submit fingerprints for a background check, and the signed privacy documents identified below for each employee.
  - 4. Tuberculin skin test results for all employees required to be tested as set forth below.

# **PART 2 - PRODUCTS (Not Applicable)**

### **PART 3 - EXECUTION**

### 3.1 ACCESS TO THE SITE

- A. The Contractor shall arrange with Facility Representatives to establish procedures for the controlled entry of workers and materials into the work areas at the Facility.
- B. The Contractor shall establish regular working hours with Facility Representatives. The Contractor must report changes in working hours or overtime to Facility Representatives and obtain approval twenty-four (24) hours ahead of time. The Contractor shall report emergency overtime to Facility Representatives as soon as it is evident that overtime is needed. The Contractor must obtain approval from Facility Representatives for all work performed after dark.
- C. The Contractor shall provide the name and phone number of the Contractor's employee or agent who is in charge onsite; this individual must be able to be contacted in case of emergency. The Contractor must be able to furnish names and address of all employees upon request.
- D. The Contractor shall provide Facility Representatives notice twenty-four (24) hours prior to any possible vehicle entry and/or required escort. The Contractor shall maintain a time log of any delays in gaining entrance to the Facility due to lack of an escort, which is to be submitted monthly with the Contractor's pay request materials. The purpose of this log is to establish a basis for a contract change, if required. The log shall contain the date and time of delay, date and time of request of entry, workers delayed (name and occupation), and name of the Facility Representative to whom the request was made, if possible. Any delay in entry must be validated by sallyport and pass office personnel at the Facility. Only delays greater than thirty (30) minutes will be considered for a contract change. A 30-minute delay upon arrival with a vehicle to enter the sallyport should be expected.

# 3.2 RULES OF THE FACILITY

A. The Contractor and its workers shall observe the following rules:

- 1. There shall be no fraternization with inmates.
- 2. No intoxicating beverages or illegal drugs shall be brought onto Facility grounds.
- 3. No firearms, other weapons, or explosives shall be carried onto Facility grounds.
- 4. No prescription drugs above one day's dosage shall be carried on Facility grounds.
- 5. Any vehicle or individual is subject to search at any time while on Facility grounds.
- 6. The vehicles of the Contractor and its workers shall be locked whenever unattended.
- 7. All tools and equipment shall be tightly secured during non-working hours in the Contractor's storage trailer or assigned area.
- 8. The Facility will not be responsible for the Contractor's tools, equipment, or materials.

  The Contractor shall keep and maintain a current tool inventory. The tool inventory shall be made available to Facility Representatives and the Owner upon request.
- 9. The Contractor shall report any missing tools to Facility Representatives immediately.
- 10. Smoking shall be permitted only in accordance with the regulations of the Facility.
- 11. Possession or use of smokeless tobacco or smokeless non-tobacco alternatives is strictly prohibited.
- 12. Use of cellular/cordless phones, tape recorders and photographic equipment is by permission only from the DOC superintendent/designee. Photographing offenders is strictly prohibited.
- B. All workers shall be required to sign an acknowledgement of receipt of these rules.

### 3.3 SECURITY CLEARANCES AND RESTRICTIONS

# A. DOC SECURITY CLEARANCE REQUIREMENTS

1. to the commencement of any onsite work, the Contractor shall submit a list containing the name, date of birth, and Missouri driver's license number or social security number of all construction personnel to the Missouri Department of Corrections for the purpose of obtaining security clearances. The required information shall be submitted at the preconstruction meeting, or as otherwise directed by Department of Corrections' personnel. Any construction personnel with pending warrants or felony convictions within the last five (5) years or other offenses deemed to create a security risk by Department of Corrections shall not be allowed onsite. The Department of Corrections reserves the right to refuse admission to any individual they feel may be detrimental to the security of the Facility.

### 3.4 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS

- A. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.
  - 1. Onsite burning is prohibited.

- 2. The Contractor shall store all flammable or hazardous materials in proper containers located outside the buildings or offsite, if possible.
- 3. The Contractor shall provide and maintain, in good order, during construction fire extinguishers as required by the National Fire Protection Association. In areas of flammable liquids, asphalt, or electrical hazards, 15-pound carbon dioxide or 20-pound dry chemical extinguishers shall be provided.
- B. The Contractor shall not obstruct streets or walks without permission from the Owner's Construction Representative and Facility Representatives.
- C. The Contractor's personnel shall not exceed the speed limit of 15 mph while at the Facility unless otherwise posted.
- D. The Contractor shall take all necessary, reasonable measures to reduce air and water pollution by any material or equipment used during construction. The Contractor shall keep volatile wastes in covered containers, and shall not dispose of volatile wastes or oils in storm or sanitary drains.
- E. The Contractor shall keep the project site neat, orderly, and in a safe condition at all times. The Contractor shall immediately remove all hazardous waste, and shall not allow rubbish to accumulate. The Contractor shall provide onsite containers for collection of rubbish and shall dispose of it at frequent intervals during the progress of the Work.
- F. Fire exits, alarm systems, and sprinkler systems shall remain fully operational at all times, unless written approval is received from the Owner's Construction Representative and the appropriate Facility Representative at least twenty-four (24) hours in advance. The Contractor shall submit a written time schedule for any proposed shutdowns.
- G. For all hazardous materials brought onsite, Material Safety Data Sheets shall be on site and readily available upon request at least a day before delivery.
- H. The Contractor's workers shall not be under the influence of any intoxicating substances while on the Facility premises.

# 3.5 TUBERCULOSIS TESTING REQUIREMENTS

- A. All workers who will be in the confines of the Facility for more than ten (10) consecutive working days must provide proof of a negative tuberculin skin test. The test results must be no more than six (6) months old at the commencement of construction. The Contractor or the worker, not the Owner, shall pay the cost of the test.
- B. The Contractor shall submit to Facility Representatives current tuberculin skin test results for all workers who are required to have such a test in accordance with paragraph A above. If the contract period extends for more than twelve (12) months, the Contractor must provide new test results for all workers prior to the anniversary of the contract commencement date.
- C. Any worker required to have a tuberculin skin test under paragraph A above who fails or refuses to do so will be denied admission to the facility until such time as proof of the test results are provided.
- D. If any worker has a tuberculin skin test with positive results, the worker shall be denied access to the facility until the worker produces a certification from a physician licensed to practice in the State of Missouri that the worker does not have infectious tuberculosis.
- E. The Contractor shall not be entitled to any additional time or compensation if any of its workers are denied access to the facility because of failure to produce negative tuberculin skin test results.

F. Failure or refusal of the Contractor to maintain and produce the required tuberculin skin test records shall be a material breach of this contract, which shall subject the Contractor to a declaration of default.

### 3.6 PREA FOR CONTRACTORS AND EMPLOYEES

- A. The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation may be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks annually for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.
- B. The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- C. The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- D. The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
  - 1. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
    - a) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
    - b) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- E. The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- F. If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to

perform the requirements of the contract for any reason, the contractor shall be considered in breach.

### 3.7 DISRUPTION OF UTILITIES

- A. The Contractor shall give a minimum of seventy-two (72) hours written notice to the Construction Representative and the Facility Representative before disconnecting electric, gas, water, fire protection, or sewer service to any building.
- B. The Contractor shall give a minimum of seventy-two (72) hours written notice to the Construction Representative and Facility Representative before closing any access drives, and shall make temporary access available, if possible. The Contractor shall not obstruct streets, walks, or parking.

### 3.8 CELL PHONES AND ELECTRONIC DEVICES

- A. Cell phones, pagers, smart watches (that can send/receive messages), fitness wrist bands (that can send/receive messages) or other electronic devices are not permitted.
  - 1. Contractors, repairpersons, or information technology services department staff may be permitted to bring in a cell phone and portable wireless router (Wi-Fi, MiFi, etc.) if approved by the Chief Administrative Officer (CAO) when the phone is necessary to complete job duties relating to repairs on a case by case basis.
  - 2. Tablets (IPad, etc.) are not allowed with the exception of for re-entry purposes and approved via the division of adult institutions (DAI) director and the re-entry manager.
  - 3. Lap top computers may be permitted by the CAO on a case by case basis.

### **END OF SECTION 013513.16**

### SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. This Section includes requirements for construction facilities and temporary controls including temporary utilities, support facilities, security, and protection.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Water service and distribution
  - 2. Temporary electric power and light
  - 3. Temporary heat
  - 4. Ventilation
  - 5. Telephone service
  - 6. Sanitary facilities, including drinking water
  - 7. Storm and sanitary sewer
- C. Support facilities include, but are not limited to, the following:
  - 1. Field offices and storage sheds
  - 2. Temporary roads and paving
  - 3. Dewatering facilities and drains
  - 4. Temporary enclosures
  - 5. Hoists and temporary elevator use
  - 6. Temporary project identification signs and bulletin boards
  - 7. Waste disposal services
  - 8. Rodent and pest control
  - 9. Construction aids and miscellaneous services and facilities
- D. Security and protection facilities include, but are not limited to, to following:
  - 1. Temporary fire protection
  - 2. Barricades, warning signs, and lights
  - 3. Sidewalk bridge or enclosure fence for the site
  - 4. Environmental protection

### 1.3 SUBMITTALS

A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

B. Implementation and Termination Schedule: Within (15) days of the date established for commencement of the Work, submit a schedule indicating implementation and termination of each temporary utility.

### 1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations including, but not limited to, the following:
  - 1. Building code requirements
  - 2. Health and safety regulations
  - 3. Utility company regulations
  - 4. Police, fire department, and rescue squad rules
  - 5. Environmental protection regulations
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations". ANSI A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities".
  - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code".
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

### 1.5 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist onsite.

### **PART 2 - PRODUCTS**

## 2.1 MATERIALS

- A. General: Provide new materials. If acceptable to the Designer, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry".
  - 1. For job-built temporary office, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.

- 2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sized and thicknesses indicated.
- 3. For fences and vision barriers, provide minimum 3/9" (9.5mm) thick exterior plywood.
- 4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8" (16mm) thick exterior plywood.
- C. Gypsum Wallboard: Provide gypsum wallboard on interior walls of temporary offices.
- D. Roofing Materials: Provide UL Class A standard-weight asphalt shingles or UL Class C mineral-surfaced roll roofing on roofs of job-built temporary office, shops, and shed.
- E. Paint: Comply with requirements of Division 9 Section "Painting".
  - 1. For job-built temporary offices, shops, sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.
  - 2. For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.
  - 3. For interior walls of temporary offices, provide two (2) quarts interior latex-flat wall paint.
- F. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of (15) or less. For temporary enclosures, provide translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- G. Water: Provide potable water approved by local health authorities.
- H. Open-Mesh Fencing: Provide 0.120" (3mm) thick, galvanized 2" (50mm) chainlink fabric fencing 6' (2m) high with galvanized steel pipe posts, 1½" (38mm) ID for line posts and 2½" (64mm) ID for corner posts.

# 2.2 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Designer, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide <sup>3</sup>/<sub>4</sub>" (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100' (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.

- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- G. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- H. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated re-circulation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- I. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers, or a combination of extinguishers of NFPA-recommended classes for the exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

### **PART 3 - EXECUTION**

#### 3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each Facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
  - 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
  - 3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
  - 4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Change Order.

- B. Temporary Water Service: The Owner will provide water for construction purposes from the existing building system. All required temporary extensions shall be provided and removed by the Contractor. Connection points and methods of connection shall be designated and approved by the Construction Representative.
- C. Temporary Electric Power Service: The Owner will provide electric power for construction lighting and power tools. Contractors using such services shall pay all costs of temporary services, circuits, outlet, extensions, etc.
- D. Temporary Heating and Cooling: The normal heating and/or cooling system of the building shall be maintained in operation during the construction. Should the Contractor find it necessary to interrupt the normal HVAC service to spaces, which have not been vacated for construction, such interruptions shall be pre-scheduled with the Construction Representative.
- E. Temporary Toilets: The Owner will provide toilets and associated facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
- F. Wash Facilities: The Owner will provide wash facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
- G. Drinking-Water Facilities: The Owner will provide drinking water facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.
  - 1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Storage Facilities: The Owner will provide storage onsite as designated by the Facility Representative or the Construction Representative. Areas for use by the Contractor for storage will be identified at the Pre-Bid Meeting.
- C. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.
- D. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.

- 1. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
- 2. Where temporary wood or plywood enclosure exceeds 100SqFt (9.2SqM) in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.
- F. Temporary Elevator Use: The Owner will allow use of elevators within the building. All construction personnel will be allowed access only to those specific elevators designated by the Construction Representative.
- G. Project Identification and Temporary Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.
  - 1. Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.
  - 2. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.
- H. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80°F (27°C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.
- B. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
  - 1. Storage: Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- C. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

# 3.5 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Unless the Designer requests that it be maintained longer, remove each temporary facility when the need has ended, when 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 the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.
  - 2. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
    - a. Replace air filters and clean inside of ductwork and housing.
    - b. Replace significantly worn parts and parts subject to unusual operating conditions.
    - c. Replace lamps burned out or noticeably dimmed by hours of use.

# **END OF SECTION 015000**

### SECTION 017400 - CLEANING

#### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for cleaning during the Project.
- B. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and anti-pollution regulations.
  - 1. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  - 2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

### **PART 2 - PRODUCTS**

### 2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator for 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 PROGRESS CLEANING

### A. General

- 1. Retain all stored items in an orderly arrangement allowing maximum access, not impending drainage or traffic, and providing the required protection of materials.
- 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
- 3. At least once each month, and more often if necessary, completely remove all scrap, debris, and waste material from the jobsite.
- 4. Provide adequate storage for all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the ecology.

### B. Site

- 1. Daily, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
- 2. Weekly, inspect all arrangements of materials stored onsite. Re-stack, tidy, or otherwise service all material arrangements.

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3. Maintain the site in a neat and orderly condition at all times.

### C. Structures

- 1. Daily, inspect the structures and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
- 2. Weekly, sweep all interior spaces clean. "Clean" for the purposes of this paragraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and handheld broom.
- 3. In preparation for installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required cleanliness.
- 4. Following the installation of finish floor materials, clean the finish floor daily while work is being performed in the space in which finish materials have been installed. "Clean" for the purposes of this subparagraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the Construction Representative, may be injurious to the finish of the finish floor material.

### 3.2 FINAL CLEANING

- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
  - 1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, litter, and foreign substances.
  - 2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - 3. Remove petrochemical spills, stains, and other foreign deposits.
  - 4. Remove tools, construction equipment, machinery, and surplus material from the site.
  - 5. Remove snow and ice to provide safe access to the building.
  - 6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - 7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - 8. Broom clean concrete floors in unoccupied spaces.
  - 9. Vacuum clean carpet and similar soft surfaces removing debris and excess nap. Shampoo, if required.
  - 10. Clean transparent material, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-

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obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

- 11. Remove labels that are not permanent labels.
- 12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- 13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- 14. Clean plumbing fixtures to a sanitary condition free of stains, including stains resulting from water exposure.
- 15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- 16. Clean ducts, blowers, and coils if units were operated without filters during construction
- 17. Clean food-service equipment to a sanitary condition, ready and acceptable for its intended use.
- 18. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.
- 19. Leave the Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.
- D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- E. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
  - 1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner's property.

# **END OF SECTION 017400**

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### **SECTION 024119 – SELECTIVE DEMOLITION**

#### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section Includes:
  - 1. Demolition and removal of selected portions of building or structure.
  - 2. Salvage of existing items to be reused or recycled.

# B. Related Requirements:

1. Section 011000 "Summary of Work" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.

### 1.3 **DEFINITIONS**

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

### 1.4 MATERIALS OWNERSHIP

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

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.

- 3. Coordination for shutoff, capping, and continuation of utility services.
- 4. Use of elevator and stairs.
- 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces that might be misconstrued as damage caused by demolition operations. Submit before Work begins.

### 1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

### 1.7 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

#### **PART 2 - PRODUCTS**

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

### **PART 3 - EXECUTION**

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

#### 3.2 PREPARATION

A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

### 3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
    - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

#### 3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
  - 4. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Partitions and Closures

- 1. Provide, as necessary to protect existing materials to remain and new work in place, temporary dust-tight partitions and closures to enclose or separate portions of the existing building occupied, and where new work is required.
- 2. Partition and closure locations and extents shall be such as to protect existing materials to remain, new work, and work by Owner and other contractors from damage. Locate in cooperation with the Owner's Representative, or as shown on the Drawings.
- 3. Except where fire resistive construction is required, construct temporary partitions of 2" x 4" wood studs with 1/2" thick plywood for full height on side of wall facing areas occupied by kitchen workers, and place plastic covering on side of wall that faces the construction area. Seal joints, including perimeter joints, with 1-1/2" wide pressure sensitive tape.
- 4. Where circulation is necessary through temporary partitions or enclosures, provide dust-tight gasketed doors and frames, including hinges, and a first quality padlock and hasp on each door, or use standard hardware suitable for security and exit requirements.
- 5. Where fire resistive partitions are required, provide rated opening assemblies. Relocate temporary partitions where work progress requires. Remove when no longer needed.
- C. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.
- D. Remove temporary barricades and protections where hazards no longer exist.

### 3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  - 4. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
  - 5. Maintain adequate ventilation when using cutting torches.
  - 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  - 7. Dispose of demolished items and materials promptly.

- B. Removed and Salvaged Items:
  - 1. Clean salvaged items.
  - 2. Transport items to Owner's storage area designated by Owner.
  - 3. Protect items from damage during transport and storage.

### C. Removed and Reinstalled Items:

- 1. Clean and repair items to functional condition adequate for intended reuse.
- 2. Protect items from damage during transport and storage.
- 3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

### 3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated. Wet down concrete during demolition to prevent the spread of dust.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts. Wet down thoroughly to prevent spread of dust.
- C. Tiling: Remove setting bed or adhesive to the greatest extent possible using mechanical scrapping tools and as follows:
  - 1. Saw cut edge of tile for clean and even transition joint between existing tile to remain and new flooring materials.
  - 2. Remove all remnants of setting materials utilizing methods that create as little dust as feasible. Do not use chemicals or solvents that may impede with the specified waterproofing from bonding.
  - 3. Vacuum and prepare floor surface for application of waterproofing layer.
  - 4. Repair all slab depressions and damage with cementitious patching compound compatible with new waterproofing and flooring materials.

### 3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPAapproved construction and demolition waste landfill acceptable to authorities having jurisdiction.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.

# 3.8 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

# **END OF SECTION 024119**

### SECTION 033000 – CAST-IN-PLACE CONCRETE

#### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section Includes:
  - 1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.
- B. Related Requirements:
  - 1. Section 093000 "Tiling" for waterproofing membrane and tile finish for flooring.

### 1.2 **DEFINITIONS**

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
    - a. Contractor's superintendent.
    - b. Independent testing agency responsible for concrete design mixtures.
    - c. Ready-mix concrete manufacturer.
    - d. Concrete Subcontractor.
  - 2. Review the following:
    - a. Special inspection and testing and inspecting agency procedures for field quality control.
    - b. Construction joints, control joints, isolation joints, and joint-filler strips.
    - c. Curing procedures.
    - d. Concrete repair procedures.
    - e. Concrete protection.
    - f. Initial curing and field curing of field test cylinders (ASTM C31/C31M.)
    - g. Protection of field cured field test cylinders.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each of the following.
  - 1. Portland cement.
  - 2. Fly ash.
  - 3. Slag cement.
  - 4. Aggregates.
  - 5. Admixtures:
    - a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates,

temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.

- 6. Repair materials.
- B. Design Mixtures: For each concrete mixture, include the following:
  - 1. Mixture identification.
  - 2. Minimum 28-day compressive strength.
  - 3. Durability exposure class.
  - 4. Maximum w/cm.
  - 5. Slump limit.
  - 6. Air content.
  - 7. Nominal maximum aggregate size.
  - 8. Synthetic micro-fiber content.
  - 9. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
  - 10. Include manufacturer's certification that permeability-reducing admixture is compatible with mix design.
  - 11. Include certification that dosage rate for permeability-reducing admixture matches dosage rate used in performance compliance test.
  - 12. Intended placement method.
  - 13. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

# C. Shop Drawings:

- 1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
  - a. Location of construction joints is subject to approval of the Architect.

### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For the following:
  - 1. Installer: Include copies of applicable ACI certificates.
  - 2. Ready-mixed concrete manufacturer.
  - 3. Testing agency: Include copies of applicable ACI certificates.
- B. Preconstruction testing reports for each concrete mixture.
- C. Field quality-control reports.
- D. Minutes of preinstallation conference.

### 1.6 **OUALITY ASSURANCE**

- A. Installer Qualifications: A qualified installer who employs Project personnel qualified as an ACI-certified Flatwork Technician and Finisher and a supervisor who is a certified ACI Flatwork Concrete Finisher/Technician or an ACI Concrete Flatwork Technician.
- B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

- C. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated and employing an ACI-certified Concrete Quality Control Technical Manager.
- D. Field Quality-Control Testing Agency Qualifications: An independent agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

### 1.7 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.
  - 1. Include the following information in each test report:
    - a. Admixture dosage rates.
    - b. Slump.
    - c. Air content.
    - d. Seven-day compressive strength.
    - e. 28-day compressive strength.
    - f. Permeability.

#### **PART 2 - PRODUCTS**

### 2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

### 2.2 CONCRETE MATERIALS

- A. Source Limitations:
  - 1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
  - 2. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
  - 3. Obtain aggregate from single source.
  - 4. Obtain each type of admixture from single source from single manufacturer.
- B. Cementitious Materials:
  - 1. Portland Cement: ASTM C150/C150M, Type I.
  - 2. Fly Ash: ASTM C618, Class C or F.
  - 3. Slag Cement: ASTM C989/C989M, Grade 100 or 120.
- C. Normal-Weight Aggregates: ASTM C33/C33M, Class 1N coarse aggregate or better, graded. Provide aggregates from a single source.
  - 1. Maximum Coarse-Aggregate Size: 3/8 inch nominal.
- D. Air-Entraining Admixture: ASTM C260/C260M.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride in steel-reinforced concrete.
  - 1. Water-Reducing Admixture: ASTM C494/C494M, Type A.

- 2. Retarding Admixture: ASTM C494/C494M, Type B.
- 3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
- 4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
- 5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
- 6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.

### 2.3 RELATED MATERIALS

A. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 in accordance with ASTM D2240.

### 2.4 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
  - 1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
  - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
  - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand, as recommended by underlayment manufacturer.
  - 4. Compressive Strength: Not less than 4100 psi at 28 days when tested in accordance with ASTM C109/C109M.

# 2.5 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.
  - 1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.
- B. Admixtures: Use admixtures in accordance with manufacturer's written instructions.
  - 1. Use water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
  - 2. Use water-reducing admixture in concrete with a w/cm below 0.50.

### 2.6 CONCRETE MIXTURES

- A. Class F: Normal-weight concrete used for concrete toppings.
  - 1. Exposure Class: ACI 318 F0, S0, W1, C0.
  - 2. Minimum Compressive Strength: **4000** psi As indicated at 28 days.
  - 3. Maximum w/cm: 0.45.
  - 4. Minimum Cementitious Materials Content: 540 lb/cu. yd.
  - 5. Slump Limit: 4 inches, plus or minus 1 inch.
  - 6. Limit water-soluble, chloride-ion content in hardened concrete to 1.00 percent by weight of cement.
    - a. Do not use an air-entraining admixture or allow total air content to exceed 3 percent for concrete used in trowel-finished toppings.
  - 7. Synthetic Micro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of 1.0 lb/cu. yd.

#### 2.7 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M, and furnish batch ticket information.

### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Verification of Conditions:
  - 1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
  - 2. Do not proceed until unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:
  - 1. Daily access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
  - 4. Security and protection for test samples and for testing and inspection equipment at Project site.

#### 3.3 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.
  - 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

# 3.4 JOINTS

- A. Construct joints true to line, with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.
  - 1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Architect.
  - 2. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

### 3.5 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork and embedded items is complete and that required inspections are completed.

- B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301, but not to exceed the amount indicated on the concrete delivery ticket.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.
  - 1. If a section cannot be placed continuously, provide construction joints as indicated.
  - 2. Deposit concrete to avoid segregation.
  - 3. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.
    - a. Do not use vibrators to transport concrete inside forms.
    - b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.
    - c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
    - d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  - 1. Do not place concrete floors and slabs in a checkerboard sequence.
  - 2. Consolidate concrete during placement operations, so concrete is thoroughly worked around embedded items and into corners.
  - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  - 4. Level concrete, cut high areas, and fill low areas.
  - 5. Slope surfaces uniformly to drains where required.
  - 6. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
  - 7. Do not further disturb slab surfaces before starting finishing operations.

### 3.6 FINISHING FLOORS AND SLABS

- A. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish:
  - 1. When bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operation of specific float apparatus, consolidate concrete surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats.
  - 2. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture and complies with ACI 117 tolerances for conventional concrete.
  - 3. Apply float finish to surfaces to receive trowel finish and to be covered with fluid-applied or sheet waterproofing.
- C. Trowel Finish:

- 1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.
- 2. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.
- 3. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
- 4. Do not add water to concrete surface.
- 5. Apply a trowel finish to surfaces exposed to view or to be covered with quarry tile set over a cleavage membrane.

# 3.7 CONCRETE CURING

- A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
  - 1. Maintain moisture loss no more than 0.2 lb/sq. ft. x h, calculated in accordance with ACI 305.1,) before and during finishing operations.
- B. Curing Unformed Surfaces: Comply with ACI 308.1 as follows:
  - 1. Begin curing immediately after finishing concrete.
  - 2. Interior Concrete Floors:
    - a. Floors to Receive Floor Coverings Specified in Other Sections: Contractor has option of the following:
      - Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.
        - a) Lap edges and ends of absorptive cover not less than 12 inches.
        - b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.
      - 2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive.
        - a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
        - b) Cure for not less than seven days.
      - 3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:
        - a) Water.
        - b) Continuous water-fog spray.

# 3.8 TOLERANCES

A. Conform to ACI 117.

#### 3.9 JOINT FILLING

- A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

### 3.10 CONCRETE SURFACE REPAIRS

- A. Defective Concrete:
  - 1. Repair and patch defective areas when approved by Architect.
  - 2. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.
- C. Repairing Unformed Surfaces:
  - 1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.
    - a. Correct low and high areas.
    - b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
  - 2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
  - 3. After concrete has cured at least 14 days, correct high areas by grinding. Use any means feasible that reduces amount of dust created. Perform work within a sealed dust enclosure.
  - 4. Correct localized low areas during, or immediately after, completing surface-finishing operations by cutting out low areas and replacing with patching mortar.
    - a. Finish repaired areas to blend into adjacent concrete.
  - 5. Correct other low areas scheduled to receive floor coverings with a repair underlayment.
    - a. Prepare, mix, and apply repair underlayment and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
    - b. Feather edges to match adjacent floor elevations.
  - 6. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete.
    - a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch (19-mm) clearance all around.
    - b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.

- c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
- d. Place, compact, and finish to blend with adjacent finished concrete.
- e. Cure in same manner as adjacent concrete.
- 7. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar.
  - a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
  - b. Dampen cleaned concrete surfaces and apply bonding agent.
  - c. Place patching mortar before bonding agent has dried.
  - d. Compact patching mortar and finish to match adjacent concrete.
  - e. Keep patched area continuously moist for at least 72 hours.
- D. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- E. Repair materials and installation not specified above may be used, subject to Architect's approval.

# 3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
  - 1. Testing agency to be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.
  - 2. Testing agency to immediately report to Architect, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
  - 3. Testing agency to report results of tests and inspections, in writing, to Owner, Architect, Contractor, and concrete manufacturer within 48 hours of inspections and tests.
    - a. Test reports to include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:
      - 1) Project name and number.
      - 2) Name of testing agency.
      - 3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
      - 4) Name of concrete manufacturer.
      - 5) Date and time of inspection, sampling, and field testing.
      - 6) Date and time of concrete placement.
      - 7) Location in Work of concrete represented by samples.
      - 8) Date and time sample was obtained.
      - 9) Truck and batch ticket numbers.
      - 10) Design compressive strength at 28 days.
      - 11) Concrete mixture designation, proportions, and materials.
      - 12) Field test results.
      - 13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.

- 14) Type of fracture and compressive break strengths at seven days and 28 days.
- B. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M to be performed in accordance with the following requirements:
  - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
    - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing to be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  - 2. Slump: ASTM C143/C143M:
    - a. 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.
    - b. Perform additional tests when concrete consistency appears to change.
  - 3. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete.
    - a. 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 C1064/C1064M:
    - a. One test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.
  - 5. Compression Test Specimens: ASTM C31/C31M:
    - a. Cast and laboratory cure two sets of two 6-inch (150 mm) by 12-inch (300 mm) or 4-inch (100 mm) by 8-inch (200 mm) cylinder specimens for each composite sample.
  - 6. Compressive-Strength Tests: ASTM C39/C39M.
    - a. Test one set of two laboratory-cured specimens at seven days and one set of two specimens at 28 days.
  - 7. Strength of each concrete mixture will be satisfactory if every 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 (3.4 MPa) if specified compressive strength is 5000 psi (34.5 MPa), or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi (34.5 MPa).

- 8. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- 9. Additional Tests:
  - a. Testing and inspecting agency to make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
  - b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Architect.
    - 1) Acceptance criteria for concrete strength to be in accordance with ACI 301 (ACI 301M), Section 1.6.6.3.
- 10. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- 11. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

# 3.12 PROTECTION

- A. Protect concrete surfaces as follows:
  - 1. Protect from petroleum stains.
  - 2. Diaper hydraulic equipment used over concrete surfaces.
  - 3. Prohibit vehicles from interior concrete slabs.
  - 4. Prohibit use of pipe-cutting machinery over concrete surfaces.
  - 5. Prohibit placement of steel items on concrete surfaces.
  - 6. Prohibit use of acids or acidic detergents over concrete surfaces.
  - 7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.

## END OF SECTION 033000

### SECTION 079200 – JOINT SEALANTS

#### PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Urethane joint sealants.
  - 2. Mildew-resistant joint sealants.

### 1.2 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples for Initial Selection: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

## 1.3 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

# 1.4 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

#### **PART 2 - PRODUCTS**

# 2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

### 2.2 URETHANE JOINT SEALANTS

- A. Urethane, M, P, 25, T, NT: Multicomponent, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade P, Class 25, Uses T and NT.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Sika Corporation; Sikaflex 2c SL.
    - b. Tremco Incorporated; THC 901.

# 2.3 MILDEW-RESISTANT JOINT SEALANTS

- A. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Dow Corning Corporation; Dow Corning 786 Silicone Sealant.
    - b. Sika Corporation; Sikasil GP-101.
    - c. Tremco Incorporated; Tremsil 200.

### 2.4 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

### 2.5 MISCELLANEOUS MATERIALS

- A. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- B. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## **PART 3 - EXECUTION**

## 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

- 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
- 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
  - a. Concrete.
  - b. Masonry.
  - c. Unglazed surfaces of ceramic tile.
- 3. Remove laitance and form-release agents from concrete.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

# 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

## 3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

# 3.6 JOINT SEALANT SCHEDULE

- A. Interior joints in horizontal traffic surfaces:
  - 1. Joint Locations:
    - a. Isolation joints in cast-in-place concrete slabs.
    - b. Control and expansion joints in tile flooring.
  - 2. Joint Sealant: Urethane, M, P, 25, T, NT.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces:
  - 1. Joint Locations:
    - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
  - 2. Joint Sealant: Silicone, mildew resistant, acid curing, S, NS, 25, NT.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

### **END OF SECTION 079200**

### SECTION 093000 - TILING

#### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section Includes:
  - 1. Quarry Tile.

## B. Related Requirements:

1. Section 079200 "Joint Sealants" for sealing of expansion, contraction, control, and isolation joints in tile surfaces.

## 1.2 **DEFINITIONS**

- A. General: Definitions in the ANSI A108 series of tile installation standards and in ANSI A137.1 apply to Work of this Section unless otherwise specified.
- B. Face Size: Actual tile size, excluding spacer lugs.
- C. Module Size: Actual tile size plus joint width indicated.

### 1.3 SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Indicate tile layout, perimeter conditions, junctions with dissimilar materials, control and expansion joints, isolation and construction joints, thresholds, ceramic accessories, and setting details based on manufacturer's recommendations.
- C. Samples for Initial Selection: For tile, grout, and accessories involving color selection.
- D. Proposed Method for Surface Preparation.
- E. Qualification Data: For Installer.

# 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements in ANSI A137.1 for labeling tile packages.
- B. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination can be avoided.
- D. Store liquid materials in unopened containers and protected from freezing.

## 1.5 FIELD CONDITIONS

A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.

## **PART 2 - PRODUCTS**

# 2.1 MANUFACTURERS

- A. Source Limitations for Tile: Obtain tile from single source or producer.
  - 1. Obtain tile of each type and color or finish from same production run and of consistent quality in appearance and physical properties for each contiguous area.
- B. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from single manufacturer and each aggregate from single source or producer.
  - 1. Obtain setting and grouting materials, except for unmodified Portland cement and aggregate, from single manufacturer.
  - 2. Obtain waterproof membrane, except for sheet products, from manufacturer of setting and grouting materials.

# 2.2 PRODUCTS, GENERAL

- A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.
  - 1. Provide tile complying with Standard grade requirements unless otherwise indicated.
- B. Factory Blending: For tile exhibiting color variations within ranges, blend tile in factory and package so tile units taken from one package show same range in colors as those taken from other packages and match approved Samples.
- C. Mounting: For factory-mounted tile, provide back- or edge-mounted tile assemblies as standard with manufacturer unless otherwise indicated.
  - Where tile is indicated for installation in wet areas, do not use back- or edgemounted tile assemblies unless tile manufacturer specifies in writing that this type of mounting is suitable for installation indicated and has a record of successful inservice performance.

# 2.3 TILE PRODUCTS

- A. Square-Edged Quarry Tile Type: Unglazed.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide American Olean Questep or comparable product by one of the following:
    - a. Daltile.
    - b. Metropolitan Ceramics.
  - 2. Face Size: 6 by 6 inches
  - 3. Thickness: 1/2 inch.
  - 4. Wearing Surface: Alternate, vertical raised pattern for traction and stain resistance.
  - 5. Dynamic Coefficient of Friction: Not less than 0.42.
  - 6. Color: As selected by Architect from manufacturer's full range.
  - 7. Grout Color: As selected by Architect from manufacturer's full range.

- 8. Trim Units: Coordinated with sizes and coursing of adjoining flat tile. Provide shapes as follow, selected from manufacturer's standard shapes:
  - a. Base: Coved, face size 6 by 6 inches.
  - b. Wainscot Cap: Surface bullnose, face size 6 by 6 inches.
  - c. Corner Tile at Door Openings: Surface bullnose.

### 2.4 WATERPROOF AND CRACK ISOLATION MEMBRANES

- A. General: Manufacturer's standard product that complies with ANSI A118.10 and is recommended by the manufacturer for the application indicated. Include reinforcement and accessories recommended by manufacturer.
- B. Provide waterproofing membrane beneath thin set ceramic tile installations on vertical and horizontal surfaces.
- C. Fluid-Applied Waterproof Membrane:
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. MAPEI Corporation; Mapelastic Aquadefense.
    - b. H.B. Fuller Construction Products Inc. / TEC; HydraFlex Waterproofing Crack Isolation Membrane.
    - c. Merkrete; Hydro Guard 2000.

#### 2.5 SETTING MATERIALS

- A. Water-Cleanable, 100%-Solids Epoxy Setting Mortar: ANSI A118.3.
- B. Acceptable Manufacturers subject to specification requirements:
  - 1. MAPEI Corporation; Kerapoxy 410.
  - 2. Merkrete; Pro Epoxy.
  - 3. Bostik; EzPoxy.

# 2.6 GROUT MATERIALS

- A. 100% Solids Water-Cleanable Epoxy Grout: ANSI A118.3
- B. Acceptable Manufacturers subject to specification requirements:
  - 1. MAPEI Corporation; Kerapoxy IEG CQ.
  - 2. Merkrete; Pro Epoxy.
  - 3. Bostik; NeverSeal.

# 2.7 MISCELLANEOUS MATERIALS

A. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.

# 2.8 MIXING MORTARS AND GROUT

A. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.

- B. Add materials, water, and additives in accurate proportions.
- C. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.

### **PART 3 - EXECUTION**

# 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
  - 1. Verify that substrates for setting tile are firm; dry; clean; free of coatings that are incompatible with tile-setting materials, including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.
  - 2. Verify that concrete substrates for tile floors comply with surface finish requirements in ANSI A108.01 for installations indicated.
    - a. Verify that surfaces that received a steel trowel finish have been mechanically scarified.
    - b. Verify that protrusions, bumps, and ridges have been removed by sanding or grinding.
  - 3. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed.
  - 4. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 PREPARATION

- A. Where indicated, prepare substrates to receive waterproof membrane by applying a reinforced mortar bed that complies with ANSI A108.1A and is sloped 1/4 inch per foot toward drains.
- B. Remove all existing coatings, oils, grease, and other soils from surfaces to receive application of waterproof membrane. Use any means feasible without creating dust or using chemicals or solvents that may inhibit the waterproof membrane from bonding. Method of surface preparation must be approved by the Architect prior to proceeding.
  - 1. Acceptable methods may include using dustless HEPA Filter attachments or using a dustless media for blasting or grinding.
- C. Blending: For tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

#### 3.3 INSTALLATION OF TILE

- A. Comply with TCNA's "Handbook for Ceramic, Glass, and Stone Tile Installation" for TCNA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 series "Specifications for Installation of Ceramic Tile" that are referenced in TCNA installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.
- B. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- D. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.
- E. Jointing Pattern: Lay tile in grid pattern unless otherwise indicated. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize the use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.
- F. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:
  - 1. Quarry Tile: ¼ inch.
- G. Expansion Joints: Provide expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated. Form joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.
  - 1. Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.

# 3.4 INSTALLATION OF WATERPROOF MEMBRANES

- A. Install waterproof membrane to comply with ANSI A108.13 and manufacturer's written instructions to produce waterproof membrane of uniform thickness that is bonded securely to substrate.
- B. Allow waterproof membrane to cure and verify by testing that it is watertight before installing tile or setting materials over it.

## 3.5 ADJUSTING AND CLEANING

- A. Remove and replace tile that is damaged or that does not match adjoining tile. Provide new matching units, installed as specified and in a manner to eliminate evidence of replacement.
- B. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
  - 1. Remove grout residue from tile as soon as possible.
  - 2. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining that

cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.

### 3.6 PROTECTION

- A. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. If recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.
- B. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
- C. Before final inspection, remove protective coverings and rinse neutral protective cleaner from tile surfaces.

# 3.7 INTERIOR CERAMIC TILE INSTALLATION SCHEDULE

- A. Interior Floor Installations, Concrete Subfloor:
  - 1. TCNA F132: Water-cleanable, tile-setting epoxy installed over waterproofing membrane; epoxy grout.
    - a. Ceramic Tile Type: Quarry Tile.
    - b. Grout: Water-cleanable epoxy grout.

### **END OF SECTION 093000**

# **SECTION 220500 - BASIC PLUMBING REQUIREMENTS**

# **PART 1 - GENERAL**

### 1.1 SECTION INCLUDES

- A. Requirements applicable to all Division 22 Sections. Also refer to Division 1 General Requirements.
- B. All materials and installation methods shall conform to the applicable standards, guidelines and codes referenced herein and within each specification section.

### 1.2 SCOPE OF WORK

- A. This Specification and the associated drawings govern the furnishing, installing, testing and placing into satisfactory operation the Mechanical Systems.
- B. Each Contractor shall provide all new materials indicated on the drawings and/or in these specifications, and all items required to make the portion of the Mechanical Work a finished and working system.
- C. All work will be awarded under a single General Contract. The division of work listed below is for the Contractor's convenience and lists normal breakdown of the work.

# D. Scope of Work:

- 1. Plumbing Work shall include, but is not necessarily limited to:
  - a. Furnish and install all items listed in the Plumbing Material List.
  - b. Extend existing domestic water piping system including cold, hot, and hot water circulating piping within the building. Insulate all piping as specified.
  - c. Extend existing gas piping system.
  - d. Furnish and install condensate drain piping from plumbing related equipment such as ice machines.
  - e. Extend existing sanitary sewer and vent system.
  - f. Furnish and install firestopping systems for penetrations of fire-rated construction associated with this Contractor's work.
  - g. Complete all applicable tests, certifications, forms, and matrices.

# 1.3 WORK SEQUENCE

A. All work that will produce excessive noise or interference with normal building operations, as determined by the Owner, shall be scheduled with the Owner. It may be necessary to schedule such work during unoccupied hours. The Owner reserves the right to determine when restricted construction hours will be required.

# 1.4 COORDINATION DRAWINGS

#### A. Definitions:

- 1. Coordination Drawings: A compilation of the pertinent layout and system drawings that show the sizes and locations, including elevations, of system components and required access areas to ensure that no two objects will occupy the same space.
  - a. Mechanical trades shall include, but are not limited to, mechanical equipment, ductwork, fire protection systems, plumbing piping, medical gas systems, hydronic piping, steam and steam condensate piping, and any item that may impact coordination with other disciplines.
  - b. Electrical trades shall include, but are not limited to, electrical equipment, conduit 1.5" and larger, conduit racks, cable trays, pull boxes, transformers, raceway, busway, lighting, ceiling-mounted devices, and any item that may impact coordination with other disciplines.
  - c. Technology trades shall include, but are not limited to, technology equipment, racks, conduit 1.5" and larger, conduit racks, cable trays, ladder rack, pull boxes, raceway, ceiling-mounted devices, and any item that may impact coordination with other disciplines.
  - d. Maintenance clearances and code-required dedicated space shall be included.
  - e. The coordination drawings shall include all underground, underfloor, in-floor, in chase, and vertical trade items.
- 2. Spaces with open/cloud ceiling architecture shall indicate the overhead utilities and locate equipment as required to maintain clearance above lights. The intent for the installation is to maintain a maximum allowable vertical clearance and an organized/clean manner in the horizontal. Notify Architect/Engineer of the maximum clearance which can be maintained. Failure to comply will result in modifications with no cost to Owner.
  - a. In cloud ceiling architecture, when open cabling/wire and/or cable tray crosses gaps between ceiling clouds and/or walls, cabling is to transition to conduits to span the gaps in order to conceal cabling from below.
- The contractors shall use the coordination process to identify the proper sequence of
  installation of all utilities above ceilings and in other congested areas, to ensure an
  orderly and coordinated end result, and to provide adequate access for service and
  maintenance.

# B. Participation:

- 1. The contractors and subcontractors responsible for work defined above shall participate in the coordination drawing process.
- 2. One contractor shall be designated as the Coordinating Contractor for purposes of preparing a complete set of composite electronic CAD coordination drawings that include all applicable trades, and for coordinating the activities related to this process. The Coordinating Contractor for this project shall be the Mechanical Contractor.
  - a. The Coordinating Contractor shall utilize personnel familiar with requirements of this project and skilled as draftspersons/CAD operators, competent to prepare the required coordination drawings.

# C. Drawing Requirements:

- 1. The file format and file naming convention shall be coordinated with and agreed to by all contractors participating in the coordination process and the Owner.
  - a. Scale of drawings:
    - 1) General plans: 1/4 Inch = 1 '-0" (minimum).
    - 2) Mechanical, electrical, communication rooms, and including the surrounding areas within 10 feet: 1/2 Inch = 1'-0" (minimum).
    - 3) Shafts and risers: 1/2 Inch = 1'-0" (minimum).
    - 4) Sections of shafts and mechanical and electrical equipment rooms: 1/4 Inch = 1 '-0" (minimum).
    - 5) Sections of congested areas: 1/2 Inch = 1'-0" (minimum).
- 2. There may be more drawings required for risers, top and bottom levels of mechanical rooms, and shafts.
- 3. The minimum quantity of drawings will be established at the first coordination meeting and sent to the A/E for review. Additional drawings may be required if other areas of congestion are discovered during the coordination process.

#### D. General:

- 1. Coordination drawing files shall be made available to the A/E and Owner's Representative. The A/E will only review identified conflicts and give an opinion, but will not perform as a coordinator.
- 2. A plotted set of coordination drawings shall be available at the project site.
- 3. Coordination drawings are not shop drawings and shall not be submitted as such.
- 4. The contract drawings are schematic in nature and do not show every fitting and appurtenance for each utility. Each contractor is expected to have included in the bid sufficient fittings, material, and labor to allow for adjustments in routing of utilities made necessary by the coordination process and to provide a complete and functional system.
- 5. The contractors will not be allowed additional costs or time extensions due to participation in the coordination process.
- 6. The contractors will not be allowed additional costs or time extensions for additional fittings, reroutings or changes of duct size, that are essentially equivalent sizes to those shown on the drawings and determined necessary through the coordination process.
- 7. The A/E reserves the right to determine space priority of equipment in the event of spatial conflicts or interference between equipment, piping, conduit, ducts, and equipment provided by the trades.
- 8. Changes to the contract documents that are necessary for systems installation and coordination shall be brought to the attention of the A/E.
- 9. Access panels shall preferably occur only in gypsum board walls or plaster ceilings where indicated on the drawings.
  - a. Access to mechanical, electrical, technology, and other items located above the ceiling shall be through accessible lay-in ceiling tile areas.
  - b. Potential layout changes shall be made to avoid additional access panels.
  - c. Additional access panels shall not be allowed without written approval from the A/E at the coordination drawing stage.

- d. Providing additional access panels shall be considered after other alternatives are reviewed and discarded by the A/E and the Owner's Representative.
- e. When additional access panels are required, they shall be provided without additional cost to the Owner.
- 10. Complete the coordination drawing process and obtain sign off of the drawings by all contractors prior to installing any of the components.
- 11. Conflicts that result after the coordination drawings are signed off shall be the responsibility of the contractor or subcontractor who did not properly identify their work requirements, or installed their work without proper coordination.
- 12. Updated coordination drawings that reflect as-built conditions may be used as record documents.

# 1.5 QUALITY ASSURANCE

- A. Contractor's Responsibility Prior to Submitting Pricing Data:
  - 1. The Contractor is responsible for constructing complete and operating systems. The Contractor acknowledges and understands that the Contract Documents are a two-dimensional representation of a three-dimensional object, subject to human interpretation. This representation may include imperfect data, interpreted codes, utility guidelines, three-dimensional conflicts, and required field coordination items. Such deficiencies can be corrected when identified prior to ordering material and starting installation. The Contractor agrees to carefully study and compare the individual Contract Documents and report at once in writing to the Design Team any deficiencies the Contractor may discover. The Contractor further agrees to require each subcontractor to likewise study the documents and report at once any deficiencies discovered.
  - 2. The Contractor shall resolve all reported deficiencies with the Architect/Engineer prior to awarding any subcontracts, ordering material, or starting any work with the Contractor's own employees. Any work performed prior to receipt of instructions from the Design Team will be done at the Contractor's risk.

### B. Qualifications:

- 1. Only products of reputable manufacturers are acceptable.
- 2. All Contractors and subcontractors shall employ only workers skilled in their trades.

### C. Compliance with Codes, Laws, Ordinances:

- 1. Conform to all requirements of the State of Missouri Codes, Laws, Ordinances and other regulations having jurisdiction.
- 2. Conform to all published standards.
- 3. Conform to all State Codes.
- 4. Conform to Federal Act S.3874 requiring the reduction of lead in drinking water.
- 5. If there is a discrepancy between the codes and regulations and these specifications, the Architect/Engineer shall determine the method or equipment used.
- 6. If the Contractor notes, at the time of bidding, that any parts of the drawings or specifications do not comply with the codes or regulations, Contractor shall inform the Architect/Engineer in writing, requesting a clarification. If there is insufficient time for this procedure, Contractor shall submit with the proposal a separate price to make the system comply with the codes and regulations.

- 7. All changes to the system made after letting of the contract, to comply with codes or requirements of Inspectors, shall be made by the Contractor without cost to the Owner.
- 8. If there is a discrepancy between manufacturer's recommendations and these specifications, the manufacturer's recommendations shall govern.
- 9. All rotating shafts and/or equipment shall be completely guarded from all contact. Partial guards and/or guards that do not meet all applicable OSHA standards are not acceptable. Contractor is responsible for providing this guarding if it is not provided with the equipment supplied.

# D. Permits, Fees, Taxes, Inspections:

- 1. Procure all applicable permits and licenses.
- 2. Abide by all laws, regulations, ordinances, and other rules of the State or Political Subdivision where the work is done, or as required by any duly constituted public authority.
- 3. Pay all charges for permits or licenses.
- 4. Pay all fees and taxes imposed by the State, Municipal and/or other regulatory bodies.
- 5. Pay all charges arising out of required inspections by an authorized body.
- 6. Pay all charges arising out of required contract document reviews associated with the project and as initiated by the Owner or authorized agency/consultant.
- 7. Where applicable, all fixtures, equipment and materials shall be approved or listed by Underwriter's Laboratories, Inc.

# E. Examination of Drawings:

- 1. The drawings for the plumbing work are completely diagrammatic, intended to convey the scope of the work and to indicate the general arrangements and locations of equipment, outlets, etc., and the approximate sizes of equipment.
- 2. Contractor shall determine the exact locations of equipment and rough-ins, and the exact routing of pipes and ducts to best fit the layout of the job.
- 3. Scaling of the drawings is not sufficient or accurate for determining these locations.
- 4. Where job conditions require reasonable changes in indicated arrangements and locations, such changes shall be made by the Contractor at no additional cost to the Owner.
- 5. Because of the scale of the drawings, certain basic items, such as fittings, boxes, valves, unions, etc., may not be shown, but where required by other sections of the specifications or required for proper installation of the work, such items shall be furnished and installed.
- 6. If an item is either on the drawings or in the specifications, it shall be included in this contract.
- 7. Determination of quantities of material and equipment required shall be made by the Contractor from the documents. Where discrepancies arise between drawings, schedules and/or specifications, the greater number shall govern.
- 8. Where used in mechanical documents, the word "furnish" shall mean supply for use, the word "install" shall mean connect complete and ready for operation, and the word "provide" shall mean to supply for use and connect complete and ready for operation.
  - a. Any item listed as furnished shall also be installed, unless otherwise noted.
  - b. Any item listed as installed shall also be furnished, unless otherwise noted.

# F. Field Measurements:

1. Verify all pertinent dimensions at the job site before ordering any materials or fabricating any supports, pipes or ducts.

### G. Electronic Media/Files:

- 1. Construction drawings for this project have been prepared utilizing Revit.
- 2. Contractors and Subcontractors may request electronic media files of the contract drawings and/or copies of the specifications. Specifications will be provided in PDF format.
- 3. Upon request for electronic media, the Contractor shall complete and return a signed "Electronic File Transmittal" form provided by IMEG.
- 4. If the information requested includes floor plans prepared by others, the Contractor will be responsible for obtaining approval from the appropriate Design Professional for use of that part of the document.
- 5. The electronic contract documents can be used for preparation of shop drawings and asbuilt drawings only. The information may not be used in whole or in part for any other project.
- 6. The drawings prepared by IMEG for bidding purposes may not be used directly for ductwork layout drawings or coordination drawings.
- 7. The use of these CAD documents by the Contractor does not relieve them from their responsibility for coordination of work with other trades and verification of space available for the installation.
- 8. The information is provided to expedite the project and assist the Contractor with no guarantee by IMEG as to the accuracy or correctness of the information provided. IMEG accepts no responsibility or liability for the Contractor's use of these documents.

### 1.6 SUBMITTALS

- A. Submittals shall be required for the following items, and for additional items where required elsewhere in the specifications or on the drawings.
  - 1. Submittals List:

Referenced Spe	cification
Section	Submittal Item
22 05 03	Fire Seal Systems
22 05 29	Hangers and Supports
22 05 53	Plumbing Identification
22 07 19	Plumbing Pipe Insulation
22 10 00	Plumbing Piping Systems and Valves
22 10 23	Natural Gas and Propane Piping Systems
22 10 30	Plumbing Specialties

- B. General Submittal Procedures: In addition to the provisions of Division 1, the following are required:
  - 1. Transmittal: Each transmittal shall include the following:
    - a. Date

- b. Project title and number
- c. Contractor's name and address
- d. Division of work (e.g., plumbing, heating, ventilating, etc.)
- e. Description of items submitted and relevant specification number
- f. Notations of deviations from the contract documents
- g. Other pertinent data
- 2. Submittal Cover Sheet: Each submittal shall include a cover sheet containing:
  - a. Date
  - b. Project title and number
  - c. Architect/Engineer
  - d. Contractor and subcontractors' names and addresses
  - e. Supplier and manufacturer's names and addresses
  - f. Division of work (e.g., plumbing, heating, ventilating, etc.)
  - g. Description of item submitted (using project nomenclature) and relevant specification number
  - h. Notations of deviations from the contract documents
  - i. Other pertinent data
  - j. Provide space for Contractor's review stamps

# 3. Composition:

- a. Submittals shall be submitted using specification sections and the project nomenclature for each item.
- b. Individual submittal packages shall be prepared for items in each specification section. All items within a single specification section shall be packaged together where possible. An individual submittal may contain items from multiple specifications sections if the items are intimately linked (e.g., pumps and motors).
- c. All sets shall contain an index of the items enclosed with a general topic description on the cover.
- 4. Content: Submittals shall include all fabrication, erection, layout, and setting drawings; manufacturers' standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; electrical power criteria (e.g., voltage, phase, amps, horsepower, kW, etc.) wiring and control diagrams; Short Circuit Current Rating (SCCR); dimensions; shipping and operating weights; shipping splits; service clearances; and all other drawings and descriptive data of materials of construction as may be required to show that the materials, equipment or systems and the location thereof conform to the requirements of the contract documents.
- 5. Contractor's Approval Stamp:
  - a. The Contractor shall thoroughly review and approve all shop drawings before submitting them to the Architect/Engineer. The Contractor shall stamp, date and sign each submittal certifying it has been reviewed.
  - b. Unstamped submittals will be rejected.
  - c. The Contractor's review shall include, but not be limited to, verification of the following:
    - 1) Only approved manufacturers are used.
    - 2) Addenda items have been incorporated.

- 3) Catalog numbers and options match those specified.
- 4) Performance data matches that specified.
- 5) Electrical characteristics and loads match those specified.
- 6) Equipment connection locations, sizes, capacities, etc. have been coordinated with other affected trades.
- 7) Dimensions and service clearances are suitable for the intended location.
- 8) Equipment dimensions are coordinated with support steel, housekeeping pads, openings, etc.
- 9) Constructability issues are resolved (e.g., weights and dimensions are suitable for getting the item into the building and into place, sinks fit into countertops, etc.).
- d. The Contractor shall review, stamp and approve all subcontractors' submittals as described above.
- e. The Contractor's approval stamp is required on all submittals. Approval will indicate the Contractor's review of all material and a complete understanding of exactly what is to be furnished. Contractor shall clearly mark all deviations from the contract documents on all submittals. If deviations are not marked by the Contractor, then the item shall be required to meet all drawing and specification requirements.

# 6. Submittal Identification and Markings:

- a. The Contractor shall clearly mark each item with the same nomenclature applied on the drawings or in the specifications.
- b. The Contractor shall clearly indicate the size, finish, material, etc.
- c. Where more than one model is shown on a manufacturer's sheet, the Contractor shall clearly indicate exactly which item and which data is intended.
- d. All marks and identifications on the submittals shall be unambiguous.
- 7. Schedule submittals to expedite the project. Coordinate submission of related items.
- 8. Identify variations from the contract documents and product or system limitations that may be detrimental to the successful performance of the completed work.
- 9. Reproduction of contract documents alone is not acceptable for submittals.
- 10. Incomplete submittals will be rejected without review. Partial submittals will only be reviewed with prior approval from the Architect/Engineer.
- 11. Submittals not required by the contract documents may be returned without review.
- 12. The Architect/Engineer's responsibility shall be to review one set of shop drawing submittals for each product. If the first submittal is incomplete or does not comply with the drawings and/or specifications, the Contractor shall be responsible to bear the cost for the Architect/Engineer to recheck and handle the additional shop drawing submittals.
- 13. Submittals shall be reviewed and approved by the Architect/Engineer **before** releasing any equipment for manufacture or shipment.
- 14. Contractor's responsibility for errors, omissions or deviation from the contract documents in submittals is not relieved by the Architect/Engineer's approval.

- 15. Schedule shall allow for adequate time to perform orderly and proper review of submittals, including time for consultants and Owner if required, and resubmittals by Contractor if necessary, and to cause no delay in Work or in activities of Owner or other contractors.
  - a. Allow at least two weeks for Architect's/Engineer's review and processing of each submittal.
- 16. Architect/Engineer reserves the right to withhold action on a submittal which, in the Architect/Engineer's opinion, requires coordination with other submittals until related submittals are received. The Architect/Engineer will notify the Contractor, in writing, when they exercise this right.

### C. Electronic Submittal Procedures:

- 1. Distribution: Email submittals as attachments to all parties designated by the Architect/Engineer, unless a web-based submittal program is used.
- 2. Transmittals: Each submittal shall include an individual electronic letter of transmittal.
- 3. Format: Electronic submittals shall be in PDF format only. Scanned copies, in PDF format, of paper originals are acceptable. Submittals that are not legible will be rejected. Do not set any permission restrictions on files; protected, locked, or secured documents will be rejected.
- 4. File Names: Electronic submittal file names shall include the relevant specification section number followed by a description of the item submitted, as follows. Where possible, include the transmittal as the first page of the PDF instead of using multiple electronic files.
  - a. Submittal file name: 22 XX XX.description.YYYYMMDD
  - b. Transmittal file name: 22 XX XX.description.YYYYMMDD
- 5. File Size: Files shall be transmitted via a pre-approved method. Larger files may require an alternative transfer method, which shall also be pre-approved.

# 1.7 CHANGE ORDERS

- A. A detailed material and labor takeoff shall be prepared for each change order, along with labor rates and markup percentages. Change orders shall be broken down by sheet or associated individual line item indicated in the change associated narrative, whichever provides the most detailed breakdown. Change orders with inadequate breakdown will be rejected.
- B. Itemized pricing with unit cost shall be provided from all distributors and associated subcontractors.
- C. Change order work shall not proceed until authorized.

# 1.8 EQUIPMENT SUPPLIERS' INSPECTION

- A. The following equipment shall not be placed in operation until a competent installation and service representative of the manufacturer has inspected the installation and certified that the equipment is properly installed, adjusted and lubricated; that preliminary operating instructions have been given; and that the equipment is ready for operation:
  - 1. Fire Seal Systems
  - 2. Seismic Restraints and Equipment Bracing
- B. Contractor shall arrange for and obtain supplier's on-site inspection(s) at proper time(s) to assure each phase of equipment installation and/or connection is in accordance with the manufacturer's instructions.
- C. Submit copies of start-up reports to the Architect/Engineer and include copies of Owner's Operation and Maintenance Manuals.

# 1.9 PRODUCT DELIVERY, STORAGE, HANDLING & MAINTENANCE

- A. Exercise care in transporting and handling to avoid damage to materials. Store materials on the site to prevent damage. Keep materials clean, dry and free from harmful conditions. Immediately remove any materials that become wet or that are suspected of becoming contaminated with mold or other organisms.
- B. Keep all bearings properly lubricated and all belts properly tensioned and aligned.
- C. Coordinate the installation of heavy and large equipment with the General Contractor and/or Owner. If the Mechanical Contractor does not have prior documented experience in rigging and lifting similar equipment, he/she shall contract with a qualified lifting and rigging service that has similar documented experience. Follow all equipment lifting and support guidelines for handling and moving.
- D. Contractor is responsible for moving equipment into the building and/or site. Contractor shall review site prior to bid for path locations and any required building modifications to allow movement of equipment. Contractor shall coordinate the work with other trades.

# 1.10 NETWORK / INTERNET CONNECTED EQUIPMENT

A. These specifications may require certain equipment or systems to have network, Internet and/or remote access capability ("Network Capability"). Any requirement for Network Capability shall be interpreted only as a functional capability and is not to be construed as authority to connect or enable any Network Capability. Network Capability may only be connected or enabled with the express written consent of the Owner.

# 1.11 WARRANTY

A. Provide one-year warranty, unless otherwise noted, to the Owner for all fixtures, equipment, materials, and workmanship.

- B. The warranty period for all work in this Division of the specifications shall commence on the date of final acceptance, unless a whole or partial system or any separate piece of equipment or component is put into use for the benefit of any party other than the installing contractor with prior written authorization. In this instance, the warranty period shall commence on the date when such whole system, partial system or separate piece of equipment or component is placed in operation and accepted in writing by the Owner.
- C. Warranty requirements shall extend to correction, without cost to the Owner, of all Work found to be defective or nonconforming to the contract documents. The Contractor shall bear the cost of correcting all damage resulting from defects or nonconformance with contract documents.

#### 1.12 INSURANCE

A. Contractor shall maintain insurance coverage as set forth in Division 0 of these specifications.

### 1.13 MATERIAL SUBSTITUTION

- A. Where several manufacturers' names are given, the first manufacturer is the basis for job design and establishes the quality.
- B. Equivalent equipment manufactured by the other listed manufacturers may be used. Contractor shall ensure that all items submitted by these other manufacturers meet all requirements of the drawings and specifications and fits in the allocated space. When using other listed manufacturers, the Contractor shall assume responsibility for any and all modifications necessary (including, but not limited to structural supports, electrical connections, piping and ductwork connections and arrangement, plumbing connections and rough-in, and regulatory agency approval, etc.) and coordinate such with other contractors.
- C. This Contractor assumes all costs incurred as a result of using the offered material, article or equipment, on the Contractor's part or on the part of other Contractors whose work is affected.

## PART 2 - PRODUCTS (Not Used)

#### **PART 3 - EXECUTION**

# 3.1 **JOBSITE SAFETY**

A. Neither the professional activities of the Architect/Engineer, nor the presence of the Architect/Engineer or the employees and subconsultants at a construction site, shall relieve the Contractor and other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Architect/Engineer and personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contractor is solely responsible for jobsite safety. The Architect/Engineer and the Architect/Engineer's consultants shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy.

# 3.2 ARCHITECT/ENGINEER OBSERVATION OF WORK

- A. The Contractor shall provide seven (7) calendar days' notice to the Architect/Engineer prior to:
  - 1. Placing fill over underground and underslab utilities.
  - 2. Covering exterior walls, interior partitions and chases.
  - 3. Installing hard or suspended ceilings and soffits.
- B. The Architect/Engineer will have the opportunity to review the installation and provide a written report noting deficiencies requiring correction. The Contractor's schedule shall account for these reviews and show them as line items in the approved schedule.
- C. Above-Ceiling Final Observation
  - 1. All work above the ceilings must be complete prior to the Architect/Engineer's review. This includes, but is not limited to:
    - a. Pipe insulation is installed and fully sealed.
    - b. Pipe wall penetrations are sealed.
    - c. Pipe identification and valve tags are installed.
  - 2. In order to prevent the Above-Ceiling Final Observation from occurring too early, the Contractor shall review the status of the work and certify, in writing, that the work is ready for the Above-Ceiling Final Observation.
  - 3. It is understood that if the Architect/Engineer finds the ceilings have been installed prior to this review and prior to 7 days elapsing, the Architect/Engineer may not recommend further payments to the contractor until such time as full access has been provided.

#### 3.3 PROJECT CLOSEOUT

- A. The following paragraphs supplement the requirements of Division 1.
- B. Final Jobsite Observation:
  - 1. In order to prevent the Final Jobsite Observation from occurring too early, the Contractor is required to review the completion status of the project and certify that the job is ready for the final jobsite observation.
  - 2. Attached to the end of this section is a typical list of items that represent the degree of job completeness expected prior to requesting a review.
  - 3. Upon Contractor certification that the project is complete and ready for a final observation, the Contractor shall sign the attached certification and return it to the Architect/Engineer so that the final observation can be scheduled.
  - 4. It is understood that if the Architect/Engineer finds the job not ready for the final observation and that additional trips and observations are required to bring the project to completion, the costs incurred by the Architect/Engineer's additional time and expenses will be deducted from the Contractor's contract retainage prior to final payment at the completion of the job.
- C. Before final payment is authorized, this Contractor must submit the following:
  - 1. Operation and maintenance manuals with copies of approved shop drawings.

- 2. Record documents including marked-up or reproducible drawings and specifications.
- 3. A report documenting the instructions given to the Owner's representatives complete with the number of hours spent in the instruction. The report shall bear the signature of an authorized agent of This Contractor and shall be signed by the Owner's representatives.
- 4. Start-up reports on all equipment requiring a factory installation inspection or start-up.
- 5. Provide spare parts, maintenance, and extra materials in quantities specified in individual specification sections. Deliver to project site and place in location as directed; receipt by Architect/Engineer required prior to final payment approval.

### 3.4 OPERATION AND MAINTENANCE MANUALS

## A. General:

- 1. Provide an electronic copy of the O&M manuals as described below for Architect/Engineer's review and approval. The electronic copy shall be corrected as required to address the Architect/Engineer's comments. Once corrected, electronic copies and paper copies shall be distributed as directed by the Architect/Engineer.
- 2. Approved O&M manuals shall be completed and in the Owner's possession prior to Owner's acceptance and at least 10 days prior to instruction of operating personnel.

### B. Electronic Submittal Procedures:

- 1. Distribution: Email the O&M manual as attachments to all parties designated by the Architect/Engineer.
- 2. Transmittals: Each submittal shall include an individual electronic letter of transmittal.
- 3. Format: Electronic submittals shall be in PDF format only. Scanned copies, in PDF format, of paper originals are acceptable. Submittals that are not legible will be rejected. Do not set any permission restrictions on files; protected, locked, or secured documents will be rejected.
- 4. File Names: Electronic submittal file names shall include the relevant specification section number followed by a description of the item submitted, as follows. Where possible, include the transmittal as the first page of the PDF instead of using multiple electronic files.
  - a. O&M file name: O&M.div22.contractor.YYYYMMDD
  - b. Transmittal file name: O&Mtransmittal.div22.contractor.YYYYMMDD
- 5. File Size: Files shall be transmitted via a pre-approved method. Larger files may require an alternative transfer method, which shall also be pre-approved.
- 6. Provide the Owner with an approved copy of the O&M manual on compact discs (CD), digital video discs (DVD), or flash drives with a permanently affixed label, printed with the title "Operation and Maintenance Instructions", title of the project and subject matter of disc/flash drive when multiple disc/flash drives are required.
- 7. All text shall be searchable.
- 8. Bookmarks shall be used, dividing information first by specification section, then systems, major equipment and finally individual items. All bookmark titles shall include the nomenclature used in the construction documents and shall be an active link to the first page of the section being referenced.

- C. Operation and Maintenance Instructions shall include:
  - 1. Title Page: Include title page with project title, Architect, Engineer, Contractor, all subcontractors, and major equipment suppliers, with addresses, telephone numbers, website addresses, email addresses and point of contacts. Website URLs and email addresses shall be active links in the electronic submittal.
  - 2. Table of Contents: Include a table of contents describing specification section, systems, major equipment, and individual items.
  - 3. Copies of all final <u>approved</u> shop drawings and submittals. Include Architect's/Engineer's shop drawing review comments. Insert the individual shop drawing directly after the Operation and Maintenance information for the item(s) in the review form.
  - 4. Copy of final approved test and balance reports.
  - 5. Copies of all factory inspections and/or equipment startup reports.
  - 6. Copies of warranties.
  - 7. Schematic electrical power/controls wiring diagrams of the equipment that have been updated for field conditions. Field wiring shall have label numbers to match drawings.
  - 8. Dimensional drawings of equipment.
  - 9. Capacities and utility consumption of equipment.
  - 10. Detailed parts lists with lists of suppliers.
  - 11. Operating procedures for each system.
  - 12. Maintenance schedule and procedures. Include a chart listing maintenance requirements and frequency.
  - 13. Repair procedures for major components.
  - 14. List of lubricants in all equipment and recommended frequency of lubrication.
  - 15. Instruction books, cards, and manuals furnished with the equipment.
  - 16. Owner and Contractor attendance list for domestic water systems operation, maintenance, and flushing training.

# 3.5 SYSTEM STARTING AND ADJUSTING

- A. The plumbing systems shall be complete and operating. System startup, testing, adjusting, and balancing to obtain satisfactory system performance is the responsibility of the Contractor. This includes calibration and adjustments of all controls, noise level adjustments and final adjustments as required.
- B. Complete all manufacturer-recommended startup procedures and checklists to verify proper motor rotation, electrical power voltage is within equipment limitations, equipment controls maintain pressures and temperatures within acceptable ranges, all filters and protective guards are in-place, acceptable access is provided for maintenance and servicing, and equipment operation does not pose a danger to personnel or property.
- C. All operating conditions and control sequences shall be tested during the start-up period. Test all interlocks, safety shutdowns, controls, and alarms.

D. The Contractor, subcontractors, and equipment suppliers shall have skilled technicians to ensure that all systems perform properly. If the Architect/Engineer is requested to visit the job site for trouble shooting, assisting in start-up, obtaining satisfactory equipment operation, resolving installation and/or workmanship problems, equipment substitution issues or unsatisfactory system performance, including call backs during the warranty period, through no fault of the design; the Contractor shall reimburse the Owner on a time and materials basis for services rendered at the Architect/Engineer's standard hourly rates in effect when the services are requested. The Contractor shall pay the Owner for services required that are product, installation or workmanship related. Payment is due within 30 days after services are rendered.

### 3.6 RECORD DOCUMENTS

- A. The following paragraphs supplement Division 1 requirements.
- B. Maintain at the job site a separate and complete set of plumbing drawings and specifications with all changes made to the systems clearly and permanently marked in complete detail.
- C. Mark drawings to indicate revisions to piping size and location, both exterior and interior; including locations devices, requiring periodic maintenance or repair; actual equipment locations, dimensioned from column lines; actual inverts and locations of underground piping; concealed equipment, dimensioned from column lines; mains and branches of piping systems, with valves and control devices located and numbered, concealed unions located, and with items requiring maintenance located; Change Orders; concealed control system devices.
- D. Before completion of the project, a set of reproducible plumbing drawings will be given to the Contractor for transfer of all as-built conditions from the paper set maintained at the job site. All marks on reproducibles shall be clear and permanent.
- E. Mark specifications to show approved substitutions; Change Orders, and actual equipment and materials used.
- F. Record changes daily and keep the marked drawings available for the Architect/Engineer's examination at any normal work time.
- G. Upon completing the job, and before final payment is made, give the marked-up drawings to the Architect/Engineer.

# 3.7 PAINTING

- A. This Contractor shall paint the following items:
  - 1. All piping in mechanical room
  - 2. Piping exposed in kitchen
- B. Paint all equipment that is marred or damaged prior to the Owner's acceptance. Paint and color shall match original equipment paint and shall be obtained from the equipment supplier if available.

- C. Equipment in finished areas that will be painted to match the room decor will be painted by others. Should this Contractor install equipment in a finished area after the area has been painted, the Contractor shall have the equipment and all its supports, hangers, etc., painted to match the room decor.
- D. Equipment cabinets, casings, covers, metal jackets, etc., in equipment rooms or concealed spaces, shall be furnished in standard or prime finish, free from scratches, abrasions, chips, etc.
- E. Equipment in occupied spaces, or if standard to the unit, shall have a baked primer with baked enamel finish coat free from scratches, abrasions, chips, etc. If color option is specified or is standard to the unit, this Contractor shall, before ordering, verify with the Architect/Engineer the color preference and furnish this color.
- F. After surfaces have been thoroughly cleaned and are free of oil, dirt, and other foreign matter; paint all pipes and equipment with the following:
  - 1. Bare Metal Surfaces Apply one coat of primer suitable for the metal being painted. Finish with two coats of Alkyd base enamel paint.
  - 2. Insulated Surfaces Paint insulation jackets with two coats of semi-gloss acrylic latex paint.
  - 3. Color of paint shall be as follows:
    - a. All piping in mechanical room:
      - 1) Domestic Cold Water: Blue pipe/white letters
      - 2) Domestic Hot Water: Red pipe/white letters
      - 3) Sanitary Waste: Green pipe/black letters
      - 4) Natural Gas: Yellow pipe/black letters
    - b. Piping exposed in kitchen:
      - 1) All Piping: White

### 3.8 ADJUST AND CLEAN

- A. Thoroughly clean all equipment and systems prior to the Owner's final acceptance of the project. Clean all foreign paint, grease, oil, dirt, labels, stickers, and other foreign material from all equipment.
- B. Clean all areas where moisture is present. Immediately report any mold, biological growth, or water damage.
- C. Remove all rust, scale, dirt, oils, stickers and thoroughly clean exterior of all exposed piping, hangers, and accessories.
- D. Remove all rubbish, debris, etc., accumulated during construction from the premises.

# 3.9 SPECIAL REQUIREMENTS

A. Contractor shall coordinate the installation of all equipment, valves, dampers, operators, etc., with other trades to maintain clear access area for servicing.

- B. All equipment shall be installed in such a way to maximize access to parts needing service or maintenance. Review the final field location, placement, and orientation of equipment with the Owner's designated representative prior to setting equipment.
- C. Installation of equipment or devices without regard to coordination of access requirements and confirmation with the Owner's designated representative will result in removal and reinstallation of the equipment at the Contractor's expense.

# 3.10 IAQ MAINTENANCE FOR OCCUPIED FACILITIES UNDER CONSTRUCTION

- A. Contractors shall make all reasonable efforts to prevent construction activities from affecting the air quality of the occupied areas of the building or outdoor areas near the building. These measures shall include, but not be limited to:
  - 1. All contractors shall endeavor to minimize the amount of contaminants generated during construction. Methods to be employed shall include, but not be limited to:
    - a. Minimizing the amount of dust generated.
    - b. Reducing solvent fumes and VOC emissions.
    - c. Maintain good housekeeping practices, including sweeping and periodic dust and debris removal. There should be no visible haze in the air.
    - d. Protect stored on-site and installed absorptive materials from moisture damage.
  - 2. Request that the Owner designate an IAQ representative.
  - 3. Review and receive approval from the Owner's IAQ representative for all IAQ-related construction activities and negative pressure containment plans.
  - 4. Inform the IAQ representative of all conditions that could adversely impact IAQ, including operations that will produce higher than normal dust production or odors.
  - 5. Schedule activities that may cause IAQ conditions that are not acceptable to the Owner's IAQ representative during unoccupied periods.
  - 6. Request copies of and follow all of the Owner's IAQ and infection control policies.
  - 7. Unless no other access is possible, the entrance to construction site shall not be through the existing facility.
  - 8. To minimize growth of infectious organisms, do not permit damp areas in or near the construction area to remain for over 24 hours.
  - 9. In addition to the criteria above, provide measures as recommended in the SMACNA "IAQ Guidelines for Occupied Buildings Under Construction".

# **END OF SECTION 220500**

#### SECTION 220503 - THROUGH PENETRATION FIRESTOPPING

### **PART 1 - GENERAL**

### 1.1 SECTION INCLUDES

A. Through-Penetration Firestopping.

# 1.2 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing products specified in this Section.
- B. Installer: Individuals performing work shall be certified by the manufacturer of the system selected for installation.

#### 1.3 REFERENCES

- A. UL 263 Fire Tests of Building Construction and Materials
- B. UL 723 Surface Burning Characteristics of Building Materials
- C. ANSI/UL 1479 Fire Tests of Through Penetration Firestops
- D. UL 2079 Tests for Fire Resistance of Building Joint Systems
- E. UL Fire Resistance Directory Through Penetration Firestop Systems (XHEZ)
- F. Intertek / Warnock Hersey Directory of Listed Products
- G. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials
- H. ASTM E814 Standard Test Method for Fire Tests of Through-Penetration Firestops
- I. The Building Officials and Code Administrators National Building Code
- J. 1997 Uniform Building Code
- K. 2018 International Building Code
- L. NFPA 5000 Building Construction Safety Code

# 1.4 SUBMITTALS

- A. Submit under provisions of Division 1.
- B. Submit Firestopping Installers Certification for all installers on the project.
- C. Shop Drawings: Submit for each condition requiring firestopping. Include descriptions of the specific penetrating item, actual wall/floor construction, manufacturer's installation instructions, and UL or Intertek / Warnock Hersey Assembly number.

- D. Through-Penetration Firestop System Schedule: Indicate locations of each through-penetration firestop system, along with the following information:
  - 1. Types of penetrating items.
  - 2. Types of constructions penetrated, including fire-resistance ratings and, where applicable, thicknesses of construction penetrated.
  - 3. Through-penetration firestop systems for each location identified by firestop design designation of qualified testing and inspecting agency.
  - 4. F ratings for each firestop system.
- E. Maintain a notebook on the job site at all times that contains copies of approved submittals for all through penetration firestopping to be installed. Notebook shall be made available to the Authority Having Jurisdiction at their request and turned over to the Owner at the end of construction as part of the O&M Manuals.

# 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store, protect and handle products on site. Accept material on site in factory containers and packing. Inspect for damage. Protect from deterioration or damage due to moisture, temperature changes, contaminants, or other causes. Follow manufacturer's instructions for storage.
- B. Install material prior to expiration of product shelf life.

# 1.6 PERFORMANCE REQUIREMENTS

- A. General: For penetrations through the following fire-resistance-rated constructions, including both empty openings and openings containing penetrating items, provide through-penetration firestop systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated.
  - 1. Fire-resistance-rated walls including fire partitions, fire barriers, and smoke barriers.
  - 2. Fire-resistance-rated horizontal assemblies including floors, floor/ceiling assemblies, and ceiling membranes of roof/ceiling assemblies.
- B. Rated Systems: Provide through-penetration firestop systems with the following ratings determined per UL 1479:
  - 1. F-Rated Systems: Provide through-penetration firestop systems with F-ratings indicated, but not less than that equaling or exceeding fire-resistance rating of constructions penetrated.
- C. For through-penetration firestop systems exposed to light, traffic, moisture, or physical damage, provide products that, after curing, do not deteriorate when exposed to these conditions both during and after construction.
- D. For through-penetration firestop systems exposed to view, provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.

E. For through-penetration firestop systems in air plenums, provide products with flame-spread and smoke-developed indexes of less than 25 and 50, respectively, as determined per ASTM E 84.

### 1.7 MEETINGS

- A. Pre-installation meeting: A pre-installation meeting shall be scheduled and shall include the General Contractor, all Subcontractors associated with the installation of systems penetrating fire barriers, Firestopping Manufacturer's Representative, and the Owner.
  - 1. Review foreseeable methods related to firestopping work.
  - 2. Tour representative areas where firestopping is to be installed; inspect and discuss each type of condition and each type of substrate that will be encountered, and preparation to be performed by other trades.

# 1.8 WARRANTY

- A. Provide one year warranty on parts and labor.
- B. Warranty shall cover repair or replacement of firestop systems which fail in joint adhesion, cohesion, abrasion resistance, weather resistance, extrusion resistance, migration resistance, stain resistance, general durability, or appear to deteriorate in any manner not clearly specified by the manufacturer as an inherent quality of the material.

## **PART 2 - PRODUCTS**

#### 2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the through-penetration firestop systems indicated for each application that are produced by one of the following manufacturers. All firestopping systems installed shall be provided by a single manufacturer.
  - 1. 3M; Fire Protection Products Division.
  - 2. Hilti, Inc.
  - 3. RectorSeal Corporation, Metacaulk.
  - 4. Specified Technologies Inc. (S.T.I.)
  - 5. Dow Corning Corp.

### 2.2 THROUGH PENETRATION FIRESTOP SYSTEMS

- A. Provide materials and systems classified by or listed by Intertek / Warnock Hersey to provide firestopping equal to time rating of construction being penetrated.
- B. All firestopping materials shall be free of asbestos, lead, PCB's, and other materials that would require hazardous waste removal.
- C. Firestopping shall be flexible to allow for normal penetrating item movement due to expansion and contraction.
- D. Firestopping systems for plumbing and wet pipe sprinkler piping shall be moisture resistant.

- E. Provide firestopping systems capable of supporting floor loads where systems are exposed to possible floor loading or traffic.
- F. Provide firestopping systems allowing continuous insulation for all insulated pipes.
- G. Provide firestopping systems classified by UL or listed by Intertek / Warnock Hersey for penetrations through all fire rated construction. Firestopping systems shall be selected from the UL or listed by Intertek / Warnock Hersey Fire Resistance Directory Category XHEZ based on substrate construction and penetrating item size and material and shall fall within the range of numbers listed:
  - 1. Combustible Framed Floors and Chase Walls 1 or 2 Hour Rated:
    - a. F Rating = Floor/Wall Rating

Penetrating Item	UL System No.		
No Penetrating Item	FC 0000-0999*		
Metallic Pipe or Conduit	FC 1000-1999		
Non-Metallic Pipe or Conduit	FC 2000-2999		
Electrical Cables	FC 3000-3999		
Cable Trays	FC 4000-4999		
Insulated Pipes	FC 5000-5999		
Bus Duct and Misc. Electrical	FC 6000-6999		
Duct without Damper and Misc. Mechanical	FC 7000-7999		
Multiple Penetrations	FC 8000-8999		
*Alternate method of firestopping is patching opening to match			
original rated construction.			

# 2. Non-Combustible Framed Walls - 1 or 2 Hour Rated:

a. F Rating = Floor/Wall Rating

Penetrating Item	UL System No.		
No Penetrating Item	WL 0000-0999*		
Metallic Pipe or Conduit	WL 1000-1999		
Non-Metallic Pipe or Conduit	WL 2000-2999		
Electrical Cables	WL 3000-3999		
Cable Trays	WL 4000-4999		
Insulated Pipes	WL 5000-5999		
Bus Duct and Misc. Electrical	WL 6000-6999		
Duct without Damper and Misc. Mechanical	WL 7000-7999		
Multiple Penetrations	WL 8000-8999		
*Alternate method of firestopping is patching opening to match			
original rated construction.			

- 3. Concrete or Masonry Floors and Walls 1 or 2 Hour Rated:
  - a. F Rating = Wall/Floor Rating

Penetrating Item	UL System No.	
No Penetrating Item	CAJ 0000-0999*	
Metallic Pipe or Conduit	CAJ 1000-1999	
Non-Metallic Pipe or Conduit	CAJ 2000-2999	
Electrical Cables	CAJ 3000-3999	
Cable Trays	CAJ 4000-4999	
Insulated Pipes	CAJ 5000-5999	
Bus Duct and Misc. Electrical	CAJ 6000-6999	
Duct without Damper and Misc. Mechanical	CAJ 7000-7999	
Multiple Penetrations	CAJ 8000-8999	
*Alternate method of firestopping is patching opening to match		
original rated construction.		

- H. Any opening in walls or floors not covered by the listed series of numbers shall be coordinated with the firestopping manufacturer.
- I. Any openings in floors or walls not described in the UL or listed by Intertek / Warnock Hersey Fire Resistance Directory, or outlined in manufacturer's information shall be sealed in a manner agreed upon by the Firestopping Manufacturer, Owner, and the Authority Having Jurisdiction.

### **PART 3 - EXECUTION**

### 3.1 EXAMINATION

- A. Ensure all surfaces that contact seal materials are free of dirt, dust, grease, oil, rust, or loose materials. Clean and repair surfaces as required. Remove laitance and form-release agents from concrete.
- B. Ensure substrate and penetrating items have been permanently installed prior to installing firestopping systems. Ensure penetrating items have been properly spaced and have proper clearance prior to installing firestopping systems.
- C. Surfaces to which sealing materials are to be installed must meet the selected UL or Intertek / Warnock Hersey system substrate criteria.
- D. Prime substrates where recommended in writing by through-penetration firestop system manufacturer. Confine primer to area of bond.

# 3.2 INSTALLATION

- A. In existing construction, provide firestopping of openings prior to and after installation of penetrating items. Remove any existing coatings on surfaces prior to firestopping installation. Temporary firestopping shall consist of packing openings with fire resistant mineral wool for the full thickness of substrate, or an alternate method approved by the Authority Having Jurisdiction. All openings shall be temporarily firestopped immediately upon their installation and shall remain so until the permanent UL or listed by Intertek / Warnock Hersey listed firestopping system is installed.
- B. Install penetration seal materials in accordance with printed instructions of the UL or Intertek / Warnock Hersey Fire Resistance Directory and with the manufacturer's printed application instructions.
- C. Install dams as required to properly contain firestopping materials within openings and as required to achieve required fire resistance rating. Remove combustible damming after appropriate curing.

### 3.3 CLEANING AND PROTECTING

- A. Clean excess fill materials adjacent to openings as Work progresses by methods and with cleaning materials that are approved in writing by through-penetration firestop system manufacturers and that do not cause damage.
- B. Provide final protection and maintain conditions during and after installation that ensure that through-penetration firestop systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, remove damaged or deteriorated through-penetration firestop systems immediately and install new materials to produce systems complying with specified requirements.

# 3.4 IDENTIFICATION

- A. Provide and install labels adjacent to each firestopping location. Label shall be provided by the firestop system supplier and contain the following information in a contrasting color:
  - 1. The words "Warning Through Penetration Firestop System Do Not Disturb. Notify Building Management of Any Damage."
  - 2. Firestop System Supplier; UL or listed by Intertek / Warnock Hersey system number; date installed; contractor name and phone number; manufacturer's representative name, address, and phone number.

### 3.5 INSPECTION

- A. All penetrations shall be inspected by the manufacturer's representative to ensure proper installation.
- B. Access to firestop systems shall be maintained for examination by the Authority Having Jurisdiction at their request.
- C. Proceed with enclosing through-penetration firestop system with other construction only after inspection reports are issued and firestop installations comply with requirements.

D. The contractor shall allow for visual destructive review of 5% of installed firestop systems (minimum of one) to prove compliance with specifications and manufacturer's instructions and details. Destructive system removal shall be performed by the contractor and witnessed by the engineer and manufacturer's factory representative. The engineer shall have sole discretion of which firestop system installations will be reviewed. The contractor is responsible for all costs associated with this requirement including labor and material for removing and replacing the installed firestop system. If any firestop system is found to not be installed per manufacturer's specific instructions and details, all firestop systems are subject to destructive review and replacement at the engineer's discretion and the contractor's expense.

# **END OF SECTION 220503**

#### SECTION 220505 - PLUMBING DEMOLITION FOR REMODELING

# **PART 1 - GENERAL**

### 1.1 SECTION INCLUDES

- A. Plumbing Demolition.
- B. Cutting and Patching.

#### **PART 2 - PRODUCTS**

# 2.1 MATERIALS AND EQUIPMENT

A. Materials and equipment shall be as specified in individual Sections.

# **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. THE DRAWINGS ARE INTENDED TO INDICATE THE GENERAL SCOPE OF WORK AND DO NOT SHOW EVERY PIPE, DUCT, OR PIECE OF EQUIPMENT THAT MUST BE REMOVED. THE CONTRACTOR SHALL VISIT THE SITE AND VERIFY CONDITIONS PRIOR TO SUBMITTING A BID.
- B. Where walls, ceilings, etc., are shown as being removed on general drawings, the Contractor shall remove all mechanical equipment, devices, fixtures, piping, ducts, systems, etc., from the removed area.
- C. Where ceilings, walls, partitions, etc., are temporarily removed and replaced by others, This Contractor shall remove, store, and replace equipment, devices, fixtures, pipes, ducts, systems, etc.
- D. Verify that abandoned utilities serve only abandoned equipment or facilities. Extend services to facilities or equipment that shall remain in operation following demolition.
- E. Coordinate work with all other Contractors and the Owner. Schedule removal of equipment to avoid conflicts.
- F. This Contractor shall verify all existing equipment sizes and capacities where equipment is scheduled to be replaced or modified, prior to ordering new equipment.
- G. Bid submittal shall mean the Contractor has visited the project site and verified existing conditions and scope of work.

### 3.2 PREPARATION

A. Disconnect plumbing systems in walls, floors, and ceilings scheduled for removal.

- B. Provide temporary connections to maintain existing systems in service during construction. When work must be performed on operating equipment, use personnel experienced in such operations.
- C. Existing Plumbing System: Maintain service to all plumbing fixtures until new piping is installed. Obtain permission from Owner at least 1 week before shutting down system for any reason. Make changeover to new piping with minimum outage. Do not disconnect any roof drainage piping until new piping is in place and operational.

# 3.3 DEMOLITION AND EXTENSION OF EXISTING MECHANICAL WORK

- A. Demolish and extend existing plumbing work under provisions of Division 2 and this Section.
- B. Remove, relocate, and extend existing installations to accommodate new construction.
- C. Remove abandoned piping to source of supply and/or main lines.
- D. Remove exposed abandoned pipes, including abandoned pipes above accessible ceilings. Cut pipes above ceilings, below floors and behind walls. Cap remaining lines. Repair building construction to match original. Remove all clamps, hangers, supports, etc. associated with pipe and duct removal.
- E. Disconnect and remove mechanical devices and equipment serving equipment that has been removed.
- F. Repair adjacent construction and finishes damaged during demolition and extension work.
- G. Extend existing installations using materials and methods compatible with existing installations, or as specified.
- H. Remove unused sections of domestic water piping back to mains and cap. Capped pipe shall be less than 2 feet from main to prevent "dead legs".
- I. Temporarily cap all openings to the sanitary and vent system to prevent odor from entering the work area and building.

### 3.4 CUTTING AND PATCHING

- A. This Contractor is responsible for all penetrations of existing construction required to complete the work of this project. Refer to Section 220529 for additional requirements.
- B. Penetrations in existing construction should be reviewed carefully prior to proceeding with any work.
- C. Penetrations shall be neat and clean with smooth and/or finished edges. Core drill where possible for clean opening.
- D. Repair existing construction as required after penetration is complete to restore to original condition. Use similar materials and match adjacent construction unless otherwise noted or agreed to by the Architect/Engineer prior to start of work.

- E. Floor slabs may contain conduit systems. This Contractor is responsible for taking any measures required to ensure no conduits or other services are damaged. This includes x-ray or similar non-destructive means.
- F. This Contractor is responsible for all costs incurred in repair, relocations, or replacement of any cables, conduits, or other services if damaged without proper investigation.

# 3.5 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment which remain or are to be reused.
- B. Clean all systems adjacent to project which are affected by the dust and debris caused by this construction.
- C. PLUMBING ITEMS REMOVED AND NOT RELOCATED REMAIN THE PROPERTY OF THE OWNER. CONTRACTOR SHALL PLACE ITEMS RETAINED BY THE OWNER IN A LOCATION COORDINATED WITH THE OWNER. THE CONTRACTOR SHALL DISPOSE OF MATERIAL THE OWNER DOES NOT WANT TO REUSE OR RETAIN FOR MAINTENANCE PURPOSES.

# 3.6 SPECIAL REQUIREMENTS

- A. Install temporary filter media over outside air intakes which are within 100 feet of the limits of construction. This Contractor shall complete any cleaning required for existing systems which are affected by construction dust and debris.
- B. Review locations of all new penetrations in existing floor slabs or walls. Determine construction type and review for possible interferences. Bring all concerns to the attention of the Architect/Engineer before proceeding.

### **END OF SECTION 220505**

# SECTION 220529 - PLUMBING SUPPORTS AND ANCHORS

# **PART 1 - GENERAL**

### 1.1 SECTION INCLUDES

- A. Hangers, Supports, and Associated Anchors.
- B. Flashing and Sealing of Equipment and Pipe Stacks.
- C. Cutting of Openings.
- D. Escutcheon Plates and Trim.

# 1.2 REFERENCES

- A. MSS SP-58 Pipe Hangers and Supports Materials, Design, Manufacture, Selection, Application, and Installation.
- B. MSS SP 69 Pipe Hangers and Supports Selection and Application.
- C. MSS SP 89 Pipe Hangers and Supports Fabrication and Installation Practices
- D. MSS SP-127 Bracing for Piping Systems Seismic-Wind-Dynamic Design, Selection, Application.

# 1.3 SUBMITTALS

A. Submit shop drawings and product data under provisions of Section 220500. Include plastic pipe manufacturers' support spacing requirements.

# 1.4 WORK FURNISHED BUT INSTALLED UNDER OTHER SECTIONS

A. Furnish sleeves and hanger inserts to General Contractor for placement into formwork.

# **PART 2 - PRODUCTS**

# 2.1 HANGER RODS

A. Hanger rods for single rod hangers shall conform to the following:

	Hanger Rod Diameter	
Pipe Size	Column #1	Column #2
2-1/2" and smaller	3/8"	3/8"
3" through 3-5/8"	3/8"	3/8"
4" and 5"	1/2"	1/2"
6"	3/4"	5/8"
8" through 12"	7/8"	3/4"

	Hanger Rod Diameter	
Pipe Size	Column #1	Column #2
14"	1"	7/8"
16" and 18"	1"	N/A
20" and 24"	1-1/4"	N/A

Column #1: Steel, cast iron, and glass pipe.

Column #2: Copper and plastic pipe.

- B. Rods for double rod hangers may be reduced one size. Minimum rod diameter is 3/8 inches.
- C. Hanger rods and accessories used in mechanical spaces or otherwise dry areas shall have ASTM B633 electro-plated zinc finish.
- D. All hanger rods, nuts, washers, clevises, etc., in damp areas shall have ASTM A123 hot-dip galvanized finish applied after fabrication. This applies to the following areas:

# 2.2 PIPE AND STRUCTURAL SUPPORTS

#### A. General:

- 1. Pipe hangers, clamps, and supports shall conform to Manufacturers Standardization Society MSS SP-58, 69, 89, and 127 (where applicable).
- 2. On all insulated piping, provide at each support an insert of same thickness and contour as adjoining insulation, between the pipe and insulation jacket, to prevent insulation from sagging and crushing. Refer to insulation specifications for materials and additional information.
- 3. Copper piping located in an exposed area, including indirect waste piping in kitchens, shall use split ring standoff hangers for copper tubing. Support shall include plastic pipe insert similar to Unistrut Cush-A-Clamp, Hydra-Zorb, Erico Cushion Clamp or Cooper Vibra-Clamp. Use electro-galvanized or more corrosion resistant and threaded rod for floor applications. Use anchors applicable to the wall type with corrosion resistant threaded rod for wall applications.

### a. Products:

- 1) Erico/M-Co Model #456
- 2) B-Line Fig. 3198HCT
- 3) Anvil Fig. CT138R
- 4) Nibco/Tolco Fig. 301CT

### B. Vertical Supports:

1. Support and laterally brace vertical pipes at every floor level in multi-story structures, unless otherwise noted by applicable codes, but never at intervals over 15 feet Support vertical pipes with riser clamps installed below hubs, couplings, or lugs. Provide sufficient flexibility to accommodate expansion and contraction to avoid compromising fire barrier penetrations or stressing piping at fixed takeoff locations.

### a. Products:

1) Cooper/B-Line Fig B3373 Series

- 2) Erico 510 Series
- 3) Nibco/Tolco Fig. 82
- 2. Cold Pipe: Place restrained neoprene mounts beneath vertical pipe riser clamps to prevent sweating of cold pipes. Select neoprene mounts based on the weight of the pipe to be supported. Insulate over mounts.
  - a. Products:
    - 1) Mason RBA, RCA or RDA
    - 2) Mason BR
- 3. Cold Pipe Alternative: Insulated pipe riser clamp with no thermal bridging between clamp and pipe; water repellant calcium silicate insulation material adhered inside the clamp; ASTM A653 galvanized steel clamp.
  - a. Products:
    - 1) Pipeshields E100
- 4. Wall supports shall be used where vertical height of structure exceeds minimum spacing requirements. Install wall supports at same spacing as hangers or strut supports along vertical length of pipe runs. Wall supports shall be coordinated with the Structural Engineer.
- 5. Masonry Anchors: Fasten to concrete masonry units with expansion anchors or self-tapping masonry screws. For expansion anchors into hollow concrete block, use sleeve-type anchors designed for the specific application. Do not fasten in masonry joints. Do not use powder actuated fasteners, wooden plugs, or plastic inserts.
- C. Hangers and Clamps:
  - 1. Oversize all hangers, clamps, and supports on insulated piping to allow insulation and jacket to pass through unbroken. This applies to both hot and cold pipes.
  - 2. Hangers in direct contact with bare copper pipe shall include plastic pipe insert similar to Unistrut Cush-A-Clamp, Hydra-Zorb, Erico Cushion Clamp or Cooper Vibra-Clamp within their temperature limits of -65°F to +275°F.
  - 3. Vertical cold pipe drops and rough-ins to fixtures shall be supported by insulated pipe clamps to prevent thermal bridging and condensation.
  - 4. On all insulated piping, provide a semi-cylindrical metallic shield and vapor barrier jacket.
  - 5. Ferrous hot piping 4 inches and larger shall have steel saddles tack welded to the pipe at each support with a depth not less than specified for the insulation. Factory fabricated inserts may be used.
    - a. Products:
      - 1) Anvil Fig. 160, 161, 162, 163, 164, 165
      - 2) Cooper/B-Line Fig. 3160, 3161, 3162, 3163, 3164, 3165.
      - 3) Erico Model 630, 631, 632, 633, 634, 635.
      - 4) Nibco/Tolco Fig. 260-1, 261-1 1/2, 262-2, 263-2 1/2, 264-3, 265-4

- 6. Unless otherwise indicated, hangers shall be as follows:
  - a. Clevis Type:
    - 1) Service: Bare Metal Pipe, Rigid Plastic Pipe, Insulated Cold Pipe, Insulated Hot Pipe 3 inches & Smaller
    - 2) Products: Bare Steel Plastic or Insulated Pipe:
      - a) Anvil Fig. 260
      - b) Cooper/B-Line Fig. 3100
      - c) Erico Model 400
      - d) Nibco/Tolco Fig. 1
    - 3) Products: Bare Copper Pipe:
      - a) Cooper/B-Line Fig. B3100C
      - b) Nibco/Tolco Fig. 81PVC
      - c) Modern Fig. 401
- 7. Support may be fabricated from U-channel strut or similar shapes. Piping less than 4" in diameter shall be secured to strut with clamps of proper design and capacity as required to maintain spacing and alignment. Strut shall be independently supported from hanger drops or building structure. Size and support shall be per manufacturer's installation requirements for structural support of piping. Clamps shall not interrupt piping insulation.
  - a. Strut used in mechanical spaces or otherwise dry areas shall have ASTM B633 electro-plated zinc finish.
  - b. Strut used in damp areas listed in hanger rods shall have ASTM A123 hot-dip galvanized finish applied after fabrication.
- 8. Unless otherwise indicated, pipe supports for use with struts shall be as follows:
  - a. Clamp Type:
    - 1) Service: Bare Metal Pipe, Rigid Plastic Pipe, Insulated Cold Pipe, Insulated Hot Pipe 3 inches and smaller
    - 2) Clamps in direct contact with copper pipe shall include plastic pipe insert similar to Unistrut Cush-A-Clamp, Hydra-Zorb, Erico Cushion Clamp or Cooper Vibra-Clamp.
    - 3) Pipes subject to expansion and contraction shall have clamps oversized to allow limited pipe movement.
    - 4) Bare Steel, Plastic or Insulated Pipe:
      - a) Unistrut Fig. P1100 or P2500
      - b) Cooper/B-Line Fig. B2000 or B2400
      - c) Nibco/Tolco Fig. A-14 or 2STR

- 5) Bare Copper Pipe:
  - a) Cooper/B-Line Fig. BVT
  - b) Unistrut Fig.P2600
  - c) nVent/Caddy Fig. CCC

# D. Upper (Structural) Attachments:

- 1. Unless otherwise shown, upper attachments for hanger rods or support struts shall be as follows:
  - a. Concrete Anchors: Fasten to concrete using cast-in or post-installed anchors designed per the requirements of Appendix D of ACI 318-05. Post-installed anchors shall be qualified for use in cracked concrete by ACI-355.2.
  - b. Masonry Anchors: Fasten to concrete masonry units with expansion anchors or self-tapping masonry screws. For expansion anchors into hollow concrete block, use sleeve-type anchors designed for the specific application. Do not fasten in masonry joints. Do not use powder actuated fasteners, wooden plugs, or plastic inserts
  - c. Steel Structure Welding:
    - 1) Unless otherwise noted, hangers, clips, and auxiliary support steel may be welded in lieu of bolting, clamping, or riveting to the building structural frame. Take adequate precautions during all welding operations for fire prevention and protecting walls and ceilings from smoke damage.

# 2.3 OPENINGS IN FLOORS, WALLS AND CEILINGS

- A. Exact locations of all openings for the installation of materials shall be determined by the Contractor and given to the General Contractor for installation or construction as the structure is built.
- B. Coordinate all openings with other Contractors.
- C. Hire the proper tradesman and furnish all labor, material and equipment to cut openings in or through existing structures, or openings in new structures that were not installed, or additional openings. Repair all spalling and damage to the satisfaction of the Architect/Engineer. Make saw cuts before breaking out concrete to ensure even and uniform opening edges.
- D. Said cutting shall be at the complete expense of each Contractor. Failure to coordinate openings with other Contractors shall not exempt the Contractor from providing openings at Contractor's expense.
- E. Do not cut structural members without written approval of the Architect or Structural Engineer.
- F. Exposed Housing Penetrations: Seal pipes with surface temperature below 150°F, penetrating housings with conical stepped, white silicone, EPDM or neoprene pipe flashings and stainless steel clamps equal to Portals Plus Pipe Boots or Pipetite.

		Element	
Model	Service	Material	Temperature Range
S	Standard (Stainless)	EPDM	-40°F to 250°F
T	High/Low Temperature (Steam)	Silicone	-67°F to 400°F
T	Fire Seals (1 hour)	Silicone	-67°F to 400°F
FS	Fire Seals (3 hours)	Silicone	-67°F to 400°F
OS	Oil Resistant/Stainless	Nitrile	-40°F to 210°F

### 2.4 ESCUTCHEON PLATES AND TRIM

- A. Fit escutcheons to all insulated or uninsulated exposed pipes passing through walls, floors, or ceilings of finished rooms.
- B. Escutcheons shall be heavy gauge, cold rolled steel, copper coated under a chromium plated finish, heavy spring clip, rigid hinge and latch.
- C. Install galvanized steel (unless otherwise indicated) trim strip to cover vacant space and raw construction edges of all rectangular openings in finished rooms. This includes pipe openings.

### 2.5 PIPE PENETRATIONS

- A. Seal all pipe penetrations. Seal non-rated walls and floor penetrations with grout or caulk. Backing material may be used.
- B. Seal fire rated wall and floor penetrations with fire seal system as specified.

### 2.6 FINISH

A. Prime coat exposed steel hangers and supports. Hangers and supports in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

#### **PART 3 - EXECUTION**

# 3.1 PLUMBING SUPPORTS AND ANCHORS

- A. General Installation Requirements:
  - 1. Install all items per manufacturer's instructions.
  - 2. Coordinate the location and method of support of piping systems with all installations under other Divisions and Sections of the Specifications.
  - 3. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
  - 4. Supports shall extend directly to building structure. Do not support piping from duct hangers unless coordinated with sheet metal contractor prior to installation. Do not allow lighting or ceiling supports to be hung from piping supports.

# B. Supports Requirements:

- 1. Where building structural steel is fireproofed, all hangers, clamps, auxiliary steel, etc., which attach to it shall be installed prior to application of fireproofing. Repair all fireproofing damaged during pipe installation.
- 2. Set all concrete inserts in place before pouring concrete.
- 3. Furnish, install and prime all auxiliary structural steel for support of piping systems that are not shown on the Drawings as being by others.
- 4. Install hangers and supports complete with lock nuts, clamps, rods, bolts, couplings, swivels, inserts and required accessories.
- 5. Hangers for horizontal piping shall have adequate means of vertical adjustment for alignment.

# C. Pipe Requirements:

- 1. Support all piping and equipment, including valves, strainers, traps and other specialties and accessories to avoid objectionable or excessive stress, deflection, swaying, sagging or vibration in the piping or building structure during erection, cleaning, testing and normal operation of the systems.
- 2. Do not, however, restrain piping to cause it to snake or buckle between supports or to prevent proper movement due to expansion and contraction.
- 3. Support piping at equipment and valves so they can be disconnected and removed without further supporting the piping.
- 4. Piping shall not introduce strains or distortion to connected equipment.
- 5. Parallel horizontal pipes may be supported on trapeze hangers made of structural shapes and hanger rods; otherwise, pipes shall be supported with individual hangers.
- 6. Trapeze hangers may be used where ducts interfere with normal pipe hanging.
- 7. Provide additional supports where pipe changes direction, adjacent to flanged valves and strainers, at equipment connections and heavy fittings.
- 8. Provide at least one hanger adjacent to each joint in grooved end steel pipe with mechanical couplings.
- D. Provided the installation complies with all loading requirements of truss and joist manufacturers, the following practices are acceptable:
  - 1. Loads of 100 lbs. or less may be attached anywhere along the top or bottom chords of trusses or joists with a minimum 3' spacing between loads.
  - 2. Loads greater than 100 lbs. must be hung concentrically and may be hung from top or bottom chord, provided one of the following conditions is met:
    - a. The hanger is attached within 6" from a web/chord joint.
    - b. Additional L2x2x1/4 web reinforcement is installed per manufacturer's requirements.
  - 3. It is prohibited to cantilever a load using an angle or other structural component that is attached to a truss or joist in such a fashion that a torsional force is applied to that structural member.
  - 4. If conditions cannot be met, coordinate installation with truss or joist manufacturer and contact Architect/Engineer.

- E. After piping and insulation installation are complete, cut hanger rods back at trapeze supports so they do not extend more than 3/4" below bottom face of lowest fastener and blunt any sharp edges.
- F. Do not exceed 25 lbs. per hanger and a minimum spacing of 2'-0" on center when attaching to metal roof decking (limitation not required with concrete on metal deck). This 25 lbs. load and 2'-0" spacing include adjacent electrical and architectural items hanging from deck. If the hanger restrictions cannot be achieved, supplemental framing off steel framing will need to be added.
- G. Do not exceed the manufacturer's recommended maximum load for any hanger or support.
- H. Steel/Concrete Structure: Spacing of hangers shall not exceed the compressive strength of the insulation inserts, and in no case shall exceed the following:
  - 1. Steel and Fiberglass (Std. Weight or Heavier Liquid Service):
    - a. Maximum Spacing:

```
1) 1-1/4" & under: 7'-0"
```

- 2) 1-1/2": 9'-0"
- 3) 2": 10'-0"
- 4) 2-1/2": 11'-0"
- 5) 3": 12'-0"
- 6) 4" & larger: 12'-0"
- 2. Steel (Std. Weight or Heavier Vapor Service):
  - a. Maximum Spacing:

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1) 1-1/4" and under: 9'-0"
```

- 2) 1-1/2": 12'-0"
- 3) 2" & larger: 12'-0"
- 3. Hard Drawn Copper & Brass (Liquid Service):
  - a. Maximum Spacing:
    - 1) 3/4" and under: 5'-0"
    - 2) 1": 6'-0"
    - 3) 1-1/4": 7'-0"
    - 4) 1-1/2" 8'-0"
    - 5) 2": 8'-0"
    - 6) 2-1/2": 9'-0"
    - 7) 3": 10'-0"
    - 8) 4": 12'-0"
    - 9) 6": 12'-0"

- 4. Hard Drawn Copper & Brass (Vapor Service):
  - a. Maximum Spacing:
    - 1) 3/4" & under: 7'-0"
    - 2) 1": 8'-0"
    - 3) 1-1/4": 9'-0"
    - 4) 1-1/2": 10'-0"
    - 5) 2": 11'-0"
    - 6) 2-1/2" & larger: 12'-0"
- 5. Flexible Plastic Pipe, Flexible Hose, and Soft Copper Tubing:
  - a. Continuous channel with hangers maximum 8'-0" OC.
- 6. Rigid Plastic Pipe:
  - a. Hangers shall be spaced based on the piping system manufacturers' instructions or, if no system instructions are available, space hangers at 4'-0" maximum centers.
- I. Installation of hangers shall conform to MSS SP-58, 69, 89 and the applicable Plumbing Code.

# **END OF SECTION 220529**

### **SECTION 220553 - PLUMBING IDENTIFICATION**

# **PART 1 - GENERAL**

### 1.1 SECTION INCLUDES

A. Identification of products installed under Division 22.

### 1.2 REFERENCES

- A. ANSI/ASME A13.1 Scheme for the Identification of Piping Systems.
- B. ASTM B-1, B-3, and B-8 for copper conductors.
- C. ASTM D-1248 for Polyethylene Extrusion Materials, ICEA S-70-547 Weatherproof Resistant Polyethylene Conductors, ICEA S-61-402/NEMA WC5 Thermoplastic Insulated Wire & Cable, ICEA S-95-658/NEMA WC70 Non-Shielded 0 2kV Cables.
- D. CGA Pamphlet C-9, Standard Color-Marking of Compressed Gas Cylinders for Medical Use.
- E. NFPA-99 Health Care Facilities.
- F. UL 1581 Standard for Electrical Wires, Cables, and Flexible Cords.

### 1.3 SUBMITTALS

- A. Submit shop drawings under provisions of Section 220500. Include list of items identified, wording, letter sizes, and color coding.
- B. Include valve chart and schedule listing valve tag number, location, function, and valve manufacturer's name and model number.

### **PART 2 - PRODUCTS**

#### 2.1 MANUFACTURERS

- 1. 3M
- 2. Calpico
- 3. Craftmark
- 4. Kolbi Industries
- 5. Seton
- 6. W.H. Brady
- 7. Marking Services

# 2.2 MATERIALS

A. All pipe markers (purchased or stenciled) shall conform to ANSI A13.1. Marker lengths and letter sizes shall be at least the following:

OD of Pipe or Insulation	Marker Length	Size of Letters
Up to and including 1-1/4"	8"	1/2"
1-1/2" to 2"	8"	3/4"
2-1/2" to 6"	12"	1-1/4"
8" to 10"	24"	2-1/2"
Over 10"	32"	3-1/2"

Plastic tags may be used for outside diameters under 3/4"

- B. Plastic Nameplates: Laminated three-layer phenolic with engraved black, 1/4" minimum letters on light contrasting background.
- C. Aluminum Nameplates: Black enamel background with natural aluminum border and engraved letters furnished with two mounting holes and screws.
- D. Brass Tags: Brass background with engraved black letters. Tag size minimum 1-1/2" square or 1-1/2" round.
- E. Plastic Pipe Markers: Semi-rigid plastic, preformed to fit around pipe or pipe covering; indicating flow direction and fluid conveyed.
- F. Vinyl Pipe Markers: Colored vinyl with permanent pressure sensitive adhesive backing.
- G. Stencil Painted Pipe Markers: Use industrial enamel spray paint per ANSI Standard A13.1. Indicate fluid conveyed and flow direction.

### **PART 3 - EXECUTION**

### 3.1 INSTALLATION

- A. Install all products per manufacturer's recommendations.
- B. Degrease and clean surfaces to receive adhesive for identification materials.
- C. Valves:
  - 1. All valves (except shutoff valves at equipment) shall have numbered tags.
  - 2. Provide or replace numbered tags on all existing valves that are connected to new systems or that have been revised.
  - 3. Provide all existing valves used to extend utilities to this project with numbered tags. Review tag numbering sequence with the Owner prior to ordering tags.
  - 4. Secure tags with heavy duty key chain and brass "S" link or with mechanically fastened plastic straps.
  - 5. Attach to handwheel or around valve stem. On lever operated valves, drill the lever to attach tags.
  - 6. Number all tags and show the service of the pipe.

7. Provide two sets of laminated 8-1/2" x 11" (letter size) copies of a valve directory listing all valves, with respective tag numbers, uses, and locations. The directory shall be reviewed by the Owner and Architect/Engineer prior to laminating final copies. Laminated copies shall have brass eyelet in at least one corner for easy hanging.

# D. Pipe Markers:

- 1. Adhesive Backed Markers: Use Brady Style 1, 2, or 3 on pipes 3" diameter and larger. Use Brady Style 4, 6, or 8 on pipes under 3" diameter. Similar styles by other listed manufacturers are acceptable. Secure all markers at both ends with a wrap of pressure sensitive tape completely around the pipe.
- 2. Snap-on Markers: Use Seton "Setmark" on pipes up to 5-7/8" OD. Use Seton "Setmark" with nylon or Velcro ties for pipes 6" OD and over. Similar styles by other listed manufacturers are acceptable.
- 3. Stencil Painted Pipe Markers:
  - a. Remove rust, grease, dirt, and all foreign substances from the pipe surface.
  - b. Apply primer on non-insulated pipes before painting.
  - c. Use background and letter colors as scheduled later in this section.
- 4. Apply markers and arrows in the following locations where clearly visible:
  - a. At each valve.
  - b. On both sides of walls that pipes penetrate.
  - c. At least every 20 feet along all pipes.
  - d. On each riser and each leg of each "T" joint.
  - e. At least once in every room and each story traversed.

# E. Equipment:

- 1. All equipment not easily identifiable such as controls, relays, gauges, etc.; and all equipment in an area remote from its function shall have nameplates or plastic tags listing name, function, and drawing symbol. Do not label exposed equipment in public areas.
- 2. Mechanical equipment that is not covered by the U.S. National Appliance Energy Conservation Act (NAECA) of 1987 shall carry a permanent label installed by the manufacturer stating that the equipment complies with the requirements of ASHRAE 90.1.

### 3.2 SCHEDULE

- A. Pipes to be marked shall be labeled with text as follows, regardless of which method or material is used:
  - 1. HIGH TEMP HOT WATER OVER 240°F: Black lettering; yellow background
  - 2. CONDENSATE DRAIN: White lettering; green background
  - 3. COMPRESSED AIR: White lettering; green background
  - 4. DOMESTIC COLD WATER: White lettering; green background
  - 5. DOMESTIC HOT WATER 115°F: White lettering; green background
  - 6. DOMESTIC HOT WATER 140°F: White lettering; green background
  - 7. DOMESTIC HOT WATER CIRCULATING 115°F: White lettering; green background

- 8. DOMESTIC HOT WATER CIRCULATING 140°F: White lettering; green background
- 9. SANITARY SEWER: Black lettering; yellow background
- 10. VENT: Black lettering; yellow background
- 11. NATURAL GAS: Black lettering; yellow background
- 12. TEMPERED WATER: White lettering; green background
- 13. TEMPERED WATER RETURN: White lettering; green background

# **END OF SECTION 220553**

#### SECTION 220719 - PLUMBING PIPING INSULATION

### **PART 1 - GENERAL**

### 1.1 SECTION INCLUDES

- A. Piping Insulation.
- B. Insulation Jackets.

# 1.2 QUALITY ASSURANCE

- A. Applicator: Company specializing in piping insulation application with five years minimum experience.
- B. Materials: Listed and labeled for flame spread/smoke developed rating of no more than 25/50 when tested per ASTM E84 or UL 723 as required by code. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers with appropriate markings of applicable testing agency.
- C. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- D. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

### 1.3 REFERENCES

- A. ANSI/ASHRAE/IES Standard 90.1 (latest published edition) Energy Standard for Buildings Except Low-Rise Residential Buildings.
- B. ANSI/ASTM C533 Calcium Silicate Block and Pipe Thermal Insulation.
- C. ANSI/ASTM C534 Elastomeric Foam Insulation.
- D. ASTM C591 Unfaced Preformed Rigid Cellular Polyisocyanurate Insulation.
- E. ASTM C1126 Standard Specification for Faced or Unfaced Rigid Cellular Phenolic Thermal Insulation.
- F. ASTM C1729 Standard Specification for Aluminum Jacketing for Insulation.
- G. ASTM C1767 Standard Specification for Stainless Steel Jacketing for Insulation.
- H. ASTM E84 Surface Burning Characteristics of Building Materials.
- I. NFPA 255 Surface Burning Characteristics of Building Materials.

- J. UL 723 Surface Burning Characteristics of Building Materials.
- K. National Commercial & Industrial Insulation Standards 1999 Edition as published by Midwest Insulation Contractors Association and endorsed by National Insulation Contractors Association.

#### 1.4 SUBMITTALS

A. Submit shop drawings per Section 220500. Include product description, list of materials and thickness for each service, and locations.

### **PART 2 - PRODUCTS**

#### 2.1 INSULATION

- A. Type A: Glass fiber; ANSI/ASTM C547; 0.24 maximum 'K' value at 75°F; non-combustible. All-purpose polymer or polypropylene service jacket, listed and labeled at no more than 25/50 when tested per ASTM E84 or UL 723 as required by code.
- B. Type B: Flexible elastomeric foam insulation; closed-cell, sponge or expanded rubber (polyethylene type is not permitted); ANSI/ASTM C534 Grade 1 Type I for tubular materials; flexible plastic; 0.25 maximum 'K' value at 75°F, listed and labeled at no more than 25/50 when tested per ASTM E84 or UL 723 as required by code. Maximum 1" thick per layer where multiple layers are specified.

# 2.2 VAPOR BARRIER JACKETS

- A. All-purpose polymer or polypropylene service jacket vapor barrier with self-sealing adhesive joints. Beach puncture resistance ratio of at least 50 units. Tensile strength: 35 psi minimum. Single, self-seal acrylic adhesive on longitudinal jacket laps and butt strips.
- B. Polyvinylidene Chloride (PVDC or Saran) film and tape: Durable and highly moisture and moisture vapor resistant. Please refer to manufacturer's recommended installation guidelines.

### 2.3 JACKET COVERINGS

- A. Aluminum Jackets: ASTM C1729; 0.016" thick (thicker where required by ASTM C1729); stucco embossed finish with Z edge seams and aluminum bands for outdoor use. Where colored jacket covers are called for, provide factory-applied hard film acrylic paint in color selected by Architect.
- B. Plastic Jackets and Fitting Covers: High impact, glossy white, 0.030" thick, self-extinguishing plastic. Suitable for use indoors or outdoors with ultraviolet inhibitors. Suitable for -40°F to 150°F. Listed and labeled at no more than 25/50 when tested per ASTM E84 or UL 723 as required by code.

# **PART 3 - EXECUTION**

### 3.1 PREPARATION

A. Install insulation after piping has been tested. Pipe shall be clean, dry and free of rust before applying insulation.

# 3.2 INSTALLATION

# A. General Installation Requirements:

- 1. Install materials per manufacturer's instructions, building codes and industry standards.
- 2. Continue insulation with vapor barrier through penetrations. This applies to all insulated piping. Maintain fire rating of all penetrations.

# B. Insulated Piping Operating Below 60°F:

- 1. Insulate fittings, valves, unions, flanges, strainers, flexible connections, flexible hoses, and expansion joints. Seal all penetrations of vapor barrier.
- 2. On piping operating below 60°F in locations that are not mechanically cooled (e.g., penthouses, mechanical rooms, tunnels, chases at exterior walls, etc.), Type B insulation shall be used.
- 3. All balance valves with fluid operating below 60°F shall be insulated with a removable plug wrapped with vapor barrier tape to allow reading and adjusting of the valve.

# C. Insulated Piping Operating Between 60°F and 140°F:

1. Do not insulate flanges and unions, but bevel and seal ends of insulation at such locations. Insulate all fittings, valves and strainers.

# D. Insulated Piping Operating Above 140°F:

- 1. Insulate fittings, valves, flanges, and strainers.
- 2. All balance valves with fluid operating above 140°F shall be insulated and an opening shall be left in the insulation to allow for reading and adjusting the valve.

# E. Exposed Piping:

- 1. Locate and cover seams in least visible locations.
- 2. Where exposed insulated piping extends above the floor, provide a sheet metal guard around the insulation extending 12" above the floor. Guard shall be 0.016" cylindrical smooth or stucco aluminum and shall fit tightly to the insulation.
- 3. On exposed piping serving kitchen equipment or plumbing fixtures, the piping shall be insulated unless local code allows it to be uninsulated. In no instance should the uninsulated portion of the piping be more than 4ft in developed length.

### 3.3 SUPPORT PROTECTION

A. Provide a shield on all insulated piping at each support between the insulation jacket and the support.

- B. On all insulated piping greater than 1-1/2", provide shield with insulation insert of same thickness and contour as adjoining insulation at each support, between the pipe and insulation jacket, to prevent insulation from sagging and crushing. Inserts shall be as follows:
  - 1. The insert shall be suitable for planned temperatures, be suitable for use with specific pipe material, and shall be a minimum 180° cylindrical segment the same length as metal shields. Inserts shall be:
    - a. Molded hydrous calcium silicate (only use for pipes with operating temperatures above 90°F, with a minimum compressive strength of 100 psi is acceptable for pipe sizes 14" and below. For pipe sizes larger than 14", provide rolled steel plate in addition to the shield.
    - b. As an alternative to separate pipe insulation insert and saddle, properly sized manufactured integral rigid insulation insert and shield assemblies may be used.
      - 1) Products:
        - a) Buckaroo CoolDry
        - b) Cooper/B-Line Fig. B3380 through B3384
        - c) Pipe Shields A1000, A2000
    - c. Insulation Couplings:
      - 1) Molded thermoplastic slip coupling, -65°F to 275°F, sizes up to 4-1/8" OD, and receive insulation thickness up to 1". Suitable for use indoors or outdoors with UV stabilizers. Vertical insulation riser clamps shall have a 1,000lb vertical load rating. On cold pipes operating below 60°F, cover joint and coupling with vapor barrier mastic to ensure continuous vapor barrier.
    - d. Rectangular blocks, plugs, or wood material are not acceptable.
    - e. Temporary wood blocking may be used by the Piping Contractor for proper height; however, these must be removed and replaced with proper inserts by the Insulation Contractor. Refer to Supports and Anchors specification section for additional information.
- C. Neatly finish insulation at supports, protrusions, and interruptions.
- D. Install metal shields between all hangers or supports and the pipe insulation. Shields shall be galvanized sheet metal, half-round with flared edges. Adhere shields to insulation. On cold piping, seal the shields vapor-tight to the insulation as required to maintain the vapor barrier, or add separate vapor barrier jacket.

E. Shields shall be at least the following lengths and gauges:

Pipe Size	Shield Size	
1/2" to 3-1/2"	12" long x 18 gauge	
4"	12" long x 16 gauge	
5" to 6"	18" long x 16 gauge	
8" to 14"	24" long x 14 gauge	
16" to 24"	24" long x 12 gauge	

- F. Ferrous hot piping 4 inches and larger, provide steel saddle at rollers as described in Section 220529 "Plumbing Supports and Anchors".
- G. Minimum 1/4" rolled galvanized steel plates shall be provided in addition to the sleeves as reinforcement on large pipes to reduce point loading on roller, trapeze hanger and strut support locations depending on insulation compressive strength. Refer to section above for exact locations.

### 3.4 INSULATION

### A. Type A Insulation:

- 1. All Service Jackets: Seal all longitudinal joints with self-seal laps using a single pressure sensitive adhesive system. Do not staple.
- 2. Insulation without self-seal lap may be used if installed with Benjamin Foster 85-20 or equivalent Chicago Mastic, 3M or Childers lap adhesive.
- 3. Apply insulation with laps on top of pipe.
- 4. Fittings, Valve Bodies and Flanges: For 4" and smaller pipes, insulate with 1 lb. density insulation wrapped under compression to a thickness equal to the adjacent pipe insulation. For pipes over 4", use mitered segments of pipe insulation. Finish with preformed plastic fitting covers. Secure fitting covers with pressure sensitive tape at each end. Overlap tape at least 2" on itself. For pipes operating below 60°F seal fitting covers with vapor retarder mastic in addition to tape.

# B. Type B Insulation:

- 1. Install per manufacturer's instructions or ASTM C1710.
- Elastomeric Cellular Foam: Where possible, slip insulation over the open end of pipe without slitting. Seal all butt ends, longitudinal seams, and fittings with adhesive. At elbows and tees, use mitered connections. Do not compress or crush insulation at cemented joints. Joints shall be sealed completely and not pucker or wrinkle. Paint the outside of outdoor insulation with two coats of latex enamel paint recommended by the manufacturer.
- 3. Insulation Installation on Straight Pipes and Tubes:
  - a. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
  - b. Insulation must be installed in compression to allow for expansion and contraction. Insulation shall be pushed onto the pipe, never pulled. Stretching of insulation may result in open seams and joints.

- 4. Insulation Installation on Valves and Pipe Specialties:
  - a. Install preformed sections of same material as straight segments of pipe insulation when available.
  - b. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
  - c. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.

### 3.5 JACKET COVER INSTALLATION

# A. Metal Covering:

- 1. Provide vapor barrier as specified for insulation type. Cover with aluminum jacket covering with seams located on the bottom of horizontal piping. Include fittings, joints and valves.
- 2. Seal all interior and exterior butt joints with metal draw bands and sealant. Seal all exterior joints watertight.
- 3. Interior joints do not need to be sealed.
- 4. Use metal covering on the following pipes:
  - a. All exterior piping.
  - b. Cover insulation with aluminum jacketing.
  - c. All Type D insulation.

# B. Plastic Covering:

- 1. Provide vapor barrier as specified for insulation type. Cover with plastic jacket covering. Position seams to shed water.
- 2. Solvent weld all joints with manufacturer recommended cement.
- 3. Overlap all laps and butt joints 1-1/2" minimum. Repair any loose ends that do not seal securely. Solvent weld all fitting covers in the same manner. Final installation shall be watertight.
- 4. Use plastic insulation covering on all exposed pipes including, but not limited to:
  - a. All exposed piping in areas noted on drawings.
  - b. All exposed piping below 8'-0" above floor.
  - c. All piping in mechanical rooms and/or tunnels that is subject to damage from normal operations. (Example: Piping that must be stepped over routinely.)
  - d. All kitchen areas.

#### 3.6 SCHEDULE

A. Refer to drawing Sheet P000 for insulation schedule.

### **END OF SECTION 220719**

#### **SECTION 221000 - PLUMBING PIPING**

# **PART 1 - GENERAL**

### 1.1 SECTION INCLUDES

- A. Pipe and Pipe Fittings.
- B. Valves.
- C. Check Valves.

# 1.2 QUALITY ASSURANCE

- A. Valves: Manufacturer's name and pressure rating marked on valve body. Remanufactured valves are not acceptable.
- B. Welding Materials and Procedures: Conform to ASME Code and applicable state labor regulations.
- C. Welders Certification: In accordance with ANSI/ASME Sec 9 or ANSI/AWS D1.1.
- D. Piping, Fittings, Valves, and Flux for Potable Water Systems: All components shall be lead free per Federal Act S.3874, Reduction of Lead in Drinking Water Act.

# 1.3 REFERENCES

- A. ANSI/ASME A112.3.1 Stainless Steel Drainage Systems for Sanitary DWV, Storm, and Vacuum Applications, Above and Below Ground.
- B. ASME A112.6.9 Siphonic Drain Test; The American Society of Mechanical Engineers.
- C. ANSI/ASME B16.22 Wrought Copper and Bronze Solder-Joint Pressure Fittings.
- D. ANSI/ASME B16.23 Cast Copper Alloy Solder Joint Drainage Fittings DWV.
- E. ANSI/ASME B16.29 Wrought Copper and Wrought Copper Alloy Solder Joint Drainage Fittings DWV.
- F. ANSI/ASME B16.3 Malleable Iron Threaded Fittings Class 150 NS 300.
- G. ANSI/ASME B16.5 Pipe Flanges and Flanged Fittings.
- H. ANSI/ASME B16.9 Factory-Made Wrought Steel Butt Welding Fittings.
- I. ANSI/ASME B31.3 Chemical Plant and Petroleum Refinery Piping.
- J. ANSI/ASME Sec 9 Welding and Brazing Qualifications.
- K. ANSI/ASTM B32 Solder Metal.

- L. ANSI/ASTM C443 Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
- M. ANSI/ASTM D2466 PVC Plastic Pipe Fittings, Schedule 40.
- N. ANSI/AWS D1.1 Structural Welding Code.
- O. ANSI/AWWA C110 Ductile Iron and Gray Iron Fittings 3" through 48", for Water and Other Liquids.
- P. ANSI/AWWA C111 Rubber-Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings.
- Q. ANSI/AWWA C151 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids.
- R. ANSI/AWWA C153 Compact Ductile Iron Fittings 3" through 48", for Water and Other Liquids.
- S. ASME Boiler and Pressure Vessel Code.
- T. ASSE 1003 Water Pressure Reducing Valves for Domestic Water Supply Systems.
- U. ASTM A53 Pipe, Steel, Black and Hot-Dipped Zinc Coated, Welded and Seamless.
- V. ASTM A74 Hub and Spigot Cast Iron Soil Pipe and Fittings.
- W. ASTM A234 Pipe Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and Elevated Temperatures.
- X. ASTM A312 Standard for Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes.
- Y. ASTM A554 Standard for Welded Stainless Steel Mechanical Tubing.
- Z. ASTM A674 Standard Practice for Polyethylene Encasement for Ductile Iron Pipe for Water or Other Liquids.
- AA. ASTM A888 Hubless Cast Iron Soil Pipe and Fittings.
- BB. ASTM B88 Seamless Copper Water Tube.
- CC. ASTM B306 Copper Drainage Tube (DWV).
- DD. ASTM C14 Concrete Sewer, Storm Drain, and Culvert Pipe.
- EE. ASTM C564 Rubber Gaskets for Cast Iron Soil Pipe and Fittings.
- FF. ASTM C1540 Shielded Couplings Joining Hubless Cast Iron Soil Pipe and Fittings.
- GG. ASTM D1784 Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.

- HH. ASTM D1785 Polyvinylchloride (PVC) Plastic Pipe, Schedules 40, 80 and 120.
- II. ASTM D2321 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
- JJ. ASTM D2661 ABS DWV Pipe & Fittings.
- KK. ASTM D2665 PVC DWV Pipe & Fittings.
- LL. ASTM D2846 Standard Specification for Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Hot- and Cold-Water Distribution Systems
- MM. ASTM D3033 Type PSP (Polyvinylchloride) (PVC) Sewer Pipe and Fittings.
- NN. ASTM D3034 Type PSM (Polyvinylchloride) (PVC) Sewer Pipe and Fittings.
- OO. ASTM F402 Standard Practice for Safe Handling of Solvent Cements, Primers, and Cleaners Used for Joining Thermoplastic Pipe and Fittings.
- PP. ASTM F437 Standard Specification for Threaded Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80.
- QQ. ASTM F439 Standard Specification for Socket-Type Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80.
- RR. ASTM F477 Elastomeric Seals (Gaskets) for Joining Plastic Pipes.
- SS. ASTM F493 Standard Specification for Solvent Cements for Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe and Fittings.
- TT. ASTM F656 Standard Specification for Primers for Use in Solvent Cement Joints of Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings
- UU. ASTM F876 Standard Specification for Crosslinked Polyethylene (PEX) Tubing.
- VV. ASTM F1960 Standard Specification for Cold Expansion Fittings with PEX Reinforcing Rings for Use with Cross-linked Polyethylene (PEX) Tubing.
- WW. AWS A5.8 Brazed Filler Metal.
- XX. AWWA C651 Disinfecting Water Mains.
- YY. CISPI 301 Cast Iron Soil Pipe and Fittings for Hubless Cast Iron Sanitary Systems.
- ZZ. CISPI 310 Joints for Hubless Cast Iron Sanitary Systems.
- AAA. FM 1680 Couplings Used in Hubless Cast Iron Systems.
- BBB. NFPA 24 Private Fire Service Mains and Their Appurtenances.
- CCC. NFPA 54 National Fuel Gas Code.

- DDD. NFPA 58 Storage and Handling of Liquefied Petroleum Gases.
- EEE. NSF National Sanitation Foundation

# 1.4 SUBMITTALS

A. Submit shop drawings per Section 220500.

### 1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store valves in shipping containers with labeling in place.

### **PART 2 - PRODUCTS**

# 2.1 CAST IRON PIPE

- A. Cast Iron; Standard Weight; Hub and Spigot Joints:
  - 1. Pipe: Standard weight hub and spigot cast iron soil pipe, corrosion protective coating inside and outside, CISPI 301 or ASTM A888.
  - 2. Design Pressure: Gravity Maximum Design Temperature: 180°F
  - 3. Joints: Compression gasket, ASTM C564.
  - 4. Restraints: Install pipe and fittings per the Cast Iron Soil Pipe Institute's Designation 301. Restrain pipe and fittings using an engineered and tested product manufactured for restraining no-hub cast iron soil pipe. Install per manufacturer's recommendations.
  - 5. Adapters: Heavy duty no-hub transition for joining cast iron and PVC pipe. Adapters shall be tested and certified to ASTM C 1460 and be constructed with Type 304 stainless steel shield, thickness 0.015" shield, gasket material to meet ASTM C564, 1-1/2" to 4" will be 3" wide with four 304 stainless steel bands, and 6" to 10" will be 4" wide with six 304 stainless steel bands and 3/8" 305 stainless steel hex head screws torqued to 80 inch pounds.
- B. Cast Iron; Standard Weight; No-Hub Sleeve Gaskets:
  - 1. Pipe: Standard weight no-hub cast iron soil pipe, corrosion protective coating inside and outside, CISPI 301 or ASTM A888.
  - 2. Design Pressure: Gravity Maximum Design Temperature: 180°F
  - 3. Joints: Heavy duty, neoprene sleeve gasket, ASTM C-564, 300 Series stainless steel shield, clamp, and screws with at least four screw type clamps, FM 1680 or ASTM C1540.
  - 4. Restraints: Install pipe and fittings per the Cast Iron Soil Pipe Institute's Designation 310. Restrain pipe and fittings using an engineered and tested product manufactured for restraining no-hub cast iron soil pipe. Install per manufacturer's recommendations.
  - 5. Adapters: Transitions from cast iron soil pipe to other pipe materials with manufactured adapters. Heavy duty neoprene sleeve gasket, ASTM C-564, 300 Series stainless steel shield, clamp, and screws with not less than four screw type clamps, FM 1680 or ASTM C1540.

# 2.2 COPPER PIPE

- A. Copper Pipe; Type L; Solder Joints:
  - 1. Pipe: Type L hard drawn seamless copper tube, ASTM B88.
  - 2. Design Pressure: 175 psi; Maximum Design Temperature: 200°F.
  - 3. Joints: Solder with 100% lead-free solder and flux, ASTM B32.
  - 4. Fittings: Wrought copper solder joint, ANSI B16.22.
- B. Copper Pipe; Type L; Mechanical Press Connection:
  - 1. Pipe: Type L hard drawn seamless copper tube, ASTM B88.
  - 2. Design Pressure: 175 psi; Maximum Design Temperature: 200°F.
  - 3. Joints: Mechanical press connection.
  - 4. Fittings: Copper, ANSI B-16.22, with embedded EPDM O-ring, NSF-61.
  - Manufacturers:
    - a. Viega ProPress
    - b. Nibco Press System Fittings and Valves
    - c. Mueller Streamline PRS
- C. Copper Pipe: Type DWV; Solder Joints:
  - 1. Pipe: Type DWV hard temper seamless copper drainage tube, ASTM B306.
  - 2. Design Pressure: Gravity Maximum Design Temperature: 180°F
  - 3. Joints: Solder with 100% lead-free solder and flux, ASTM B32.
  - 4. Fittings: Cast brass solder joint drainage type, ANSI B16.23 or wrought copper solder joint drainage type, ANSI B16.29.

# 2.3 VALVES

- A. Shutoff Valves:
  - 1. For pipe systems where mechanical press connections are allowed, shutoff valves with mechanical press connections are acceptable subject to the requirements in the paragraphs below.
  - 2. Ball Valves:
    - a. BA-1: 3" and under, 150 psi saturated steam, 600 psi CWP, full port, screwed or solder ends (acceptable only if rated for soldering in line with 470°F melting point of lead-free solder), bronze body of a copper alloy containing less than 15% zinc, stainless steel ball and trim, Teflon seats and seals. Apollo #77C-140, Stockham #S-255-FB-P-UL, Milwaukee #BA-400, Watts, Nibco #585-70-66, National Utilities Co., RUB.
      - 1) Provide solid extended shaft for all insulated piping.

- 2) Provide lock out trim for all valves opening to atmosphere installed in domestic water piping over 120°F, heating water piping over 120°F, steam, condensate, boiler feed water piping, and gasoline/kerosene piping, and as indicated on the drawings. Solid extended shaft is not required on valves with lock out trim.
- b. BA-9: 2" and under, 150 psi saturated steam, 600 psi CWP, standard port, screwed (solder ends are acceptable only if rated for soldering in line with 470°F melting point of lead-free solder), bronze body and ball of copper alloy containing less than 15% zinc, chrome plated or stainless steel ball, Teflon seats and seals with memory stop. Apollo #70-120, Stockham #S-255-FB-P-UL, Milwaukee #BA-100, Watts #B-6000, Hammond #8501, Nibco #580-70.
  - 1) Provide solid extended shaft for all valves in insulated piping.

#### 2.4 VALVE CONNECTIONS

A. Provide all connections to match pipe joints. Valves shall be same size as pipe unless noted otherwise.

### 2.5 CONNECTIONS BETWEEN DISSIMILAR METALS

- A. Connections between dissimilar metals shall be insulating dielectric types that provide a water gap between the connected metals, and that either allow no metal path for electron transfer or that provide a wide water gap lined with a non-conductive material to impede electron transfer through the water path.
- B. Joints shall be rated for the temperature, pressure, and other characteristics of the service in which they are used, including testing procedure.
- C. Aluminum, iron, steel, brass, copper, bronze, galvanized steel and stainless steel are commonly used and require isolation from each other with the following exceptions:
  - 1. Iron and steel connected to each other.
  - 2. Brass, copper, and bronze connected to each other.
  - 3. Brass or bronze valves and specialties connected in closed systems with steel, iron, or stainless steel on both sides of the brass or bronze valves and specialties. Where two or more brass or bronze items occur together, they shall be connected with brass nipples. Brass or bronze valves and specialties cannot be used as a dielectric separation between pipe materials.
- D. Dielectric protection is required at connections to equipment of a material different than the piping.
- E. Screwed Joints (acceptable up to 2" size):
  - 1. Dielectric waterway rated for 300 psi CWP and 225°F.
  - 2. Manufacturers:
    - a. Elster Group ClearFlow fittings

- b. Victaulic Series 647
- c. Grinnell Series 407

# F. Flanged Joints (any size):

- 1. Use 1/8" minimum thickness, non-conductive, full-face gaskets.
- 2. Employ one-piece molded sleeve-washer combinations to break the electrical path through the bolts.
- 3. Sleeve-washers are required on one side only, with sleeves minimum 1/32" thick and washers minimum 1/8" thick.
- 4. Install steel washers on both sides of flanges to prevent damage to the sleeve-washer.
- 5. Separate sleeves and washers may be used only if the sleeves are manufactured to exact lengths and installed carefully so the sleeves must extend partially past each steel washer when tightened.
- 6. Manufacturers:
  - a. EPCO
  - b. Pipeline Seal and Insulator
  - c. F. H. Maloney
  - d. Calpico

# **PART 3 - EXECUTION**

### 3.1 PREPARATION

- A. Install all products per manufacturer's recommendations.
- B. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- C. Remove scale and dirt, on inside and outside, before assembly.
- D. Remove all scale, rust, dirt, oils, stickers and thoroughly clean exterior of all bare metal exposed piping, hangers, and accessories in preparation to be painted.
- E. Connect to equipment with flanges or unions.
- F. Use only piping materials rated for the maximum temperature of the application, e.g., do not use PVC for dishwasher drainage or piping that receives boiler blowdown.
- G. Existing building sewers or building drains which are shown on the documents to be reused shall be inspected and recorded by closed circuit television for their condition. Report findings back to the Architect, Engineer, and Owner before proceeding with work so any necessary rework can take place if needed.

# 3.2 SYSTEM, PIPING AND VALVE SCHEDULE

- A. Cold Water, Hot Water, Tempered Water Potable and Non-Potable (Above Ground):
  - 1. Copper Pipe; Type L; Solder Joints: All Sizes
  - 2. Copper Pipe; Type L; Mechanical Press Connection: 4" and Under
  - 3. Shutoff Valves: BA-1

- B. Waste and Vent, Gravity (Above Ground):
  - 1. Cast Iron; Standard Weight; No-Hub Sleeve Gaskets: 1-1/2" to 15"
  - 2. Stainless Steel; Type 304; Hub and Spigot Joint: All Sizes
- C. Sanitary Indirect Drainage (Above Ground):
  - 1. Cast Iron; Standard Weight; No-Hub Sleeve Gaskets: 1-1/2" to 15"
  - 2. Copper Pipe: Type DWV; Solder Joints: 1-1/4" to 4"
  - 3. Stainless Steel; Type 304; Hub and Spigot Joint: All Sizes
- D. Sanitary Waste and Vent, Gravity (Underground Inside Building):
  - 1. Cast Iron; Standard Weight; Hub and Spigot Joints: All Sizes
- E. Kitchen Grease Drainage and Vent (Above Ground):
  - 1. Stainless Steel; Type 316; Hub and Spigot Joint: 2" to 8"
  - 2. Cast Iron; Standard Weight Epoxy Coated; No-Hub Sleeve Gaskets: 1-1/2" to 15"
- F. Kitchen Grease Drainage and Vent (Underground):
  - 1. Stainless Steel; Type 316; Hub and Spigot Joint: 2" to 8"
  - 2. Cast Iron; Standard Weight Epoxy Coated; No-Hub Sleeve Gaskets: 1-1/2" to 15"
- G. Condensate/Equipment Drainage:
  - 1. Cast Iron; Standard Weight; No-Hub Sleeve Gaskets: 1-1/2" to 15"
  - 2. Copper Pipe: Type DWV; Solder Joints: 1-1/4" to 4"

# 3.3 TESTING PIPING

- A. Sanitary Drainage, Sanitary Vent:
  - 1. Test all piping with water to prove tight.
  - 2. Test piping before insulation is applied.
  - 3. Hydrostatically test all soil, waste, and vent piping inside of building with 10 feet head of water for 15 minutes. Inspect before fixtures are connected. If leaks appear, repair them and repeat the test.
  - 4. Hydrostatically test interior downspouts with 10 feet head of water for 15 minutes with no leaks.
  - 5. A smoke/air test at the same pressure may be used in lieu of the hydrostatic water test. Exception: Smoke/air test shall not be performed on plastic piping.
  - 6. Test force mains with water at 105% of the operating pump discharge pressure for 15 minutes
  - 7. Test pressures stated above shall be as listed or as required by the Authority Having Jurisdiction, whichever is most stringent.
- B. All Other Piping:
  - 1. Test piping at 150% of normal operating pressure.
  - 2. Piping shall hold this pressure for one hour with no drop in pressure.

- 3. Test piping using water, nitrogen, or air as compatible with the final service of the pipe. Do not use combustible fluids.
- 4. Drain and clean all piping after testing is complete.

### 3.4 CLEANING PIPING

# A. Assembly:

- 1. Before assembling pipe systems, remove all loose dirt, scale, oil and other foreign matter on internal or external surfaces by means consistent with good piping practice subject to approval of the Architect/Engineer's representative. Blow chips and burrs from machinery or thread cutting operation out of pipe before assembly. Wipe cutting oil from internal and external surfaces.
- 2. During fabrication and assembly, remove slag and weld spatter from both internal and external joints by peening, chipping and wire brushing.
- 3. Notify the Architect/Engineer's representative before starting any post erection cleaning in sufficient time to allow witnessing the operation. Consult with and obtain approval from the Architect/Engineer's representative regarding specific procedures and scheduling. Dispose of cleaning and flushing fluids properly.
- 4. Prior to blowing or flushing erected piping systems, disconnect all instrumentation and equipment, open wide all valves, and be certain all strainer screens are in place.

# B. All Water Piping:

- 1. Flush all piping using faucets, flush valves, etc. until the flow is clean.
- 2. After flushing, thoroughly clean all inlet strainers, aerators, and other such devices.
- 3. If necessary, remove valves to clean out all foreign material.

# 3.5 INSTALLATION

# A. General Installation Requirements:

- 1. Provide dielectric connections between dissimilar metals.
- 2. Route piping in orderly manner and maintain gradient. Install to conserve building space.
- 3. Group piping whenever practical at common elevations.
- 4. Install piping to allow for expansion and contraction without stressing pipe, joints, or equipment.
- 5. Slope water piping and arrange to drain at low points.
- 6. Install bell and spigot piping with bells upstream.
- 7. Where pipe supports are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welds.
- 8. Seal pipes passing through exterior walls with a wall seal per Section 220529. Provide Schedule 40 galvanized sleeve at least 2 pipe sizes larger than the pipe.
- 9. All non-potable outlets shall be clearly marked with a permanently affixed laminated sign with 3/8" high lettering saying "Non-Potable Water Not for Human Consumption." Sign shall have black lettering on a yellow background.
- 10. All vertical pipe drops to sinks or other equipment installed below the ceiling shall be routed within a wall cavity, unless specifically noted otherwise to be surface mounted. For renovation projects, this Contractor is responsible for opening and patching existing walls for installation of piping. Wall patching shall match existing condition.

# B. Installation Requirements in Electrical Rooms:

1. Do not install piping or other equipment above electrical switchboards or panelboards. This includes a dedicated space extending 25 feet from the floor to the structural ceiling with width and depth equal to the equipment.

# C. Valves/Fittings and Accessories:

- Install shutoff valves that permit the isolation of equipment/fixtures in each room without isolating any other room or portion of the building. Individual fixture angle stops do not meet this requirement. Exception: Back-to-back rooms in no more than two adjacent rooms.
- 2. Provide clearance for installation of insulation and access to valves and fittings.
- 3. Provide access doors for concealed valves and fittings.
- 4. Install valve stems upright or horizontal, not inverted.
- 5. Provide one plug valve wrench for every ten plug valves 2" and smaller, minimum of one. Provide each plug valve 2-1/2" and larger with a wrench with set screw.
- 6. Install corrugated, stainless steel tubing system according to manufacturer's written instructions. Include striker plates to protect tubing from puncture where tubing is restrained and cannot move.

# D. Sanitary and Storm Piping:

- 1. Install all sanitary and storm piping inside the building with a slope as shown on the drawings.
- 2. Install horizontal offset at all connections to roof drains to allow for pipe expansion.
- 3. Slope sanitary and storm piping outside the building to meet invert elevations shown on drawings and to maintain a minimum velocity of 2 feet per second.
- 4. Sway Bracing: Where horizontal sanitary and/or storm pipes 4 inches and larger change flow direction greater than 45°, rigid bracing or thrust restraints shall be installed to resist movement of the upstream pipe in the direction of pipe flow. The rigid bracing or thrust restraint shall be connected to structure. A change of flow direction from horizontal into a vertical pipe does not require the upstream pipe to be braced.
- 5. All sanitary and storm piping shall have at least 42" of cover when leaving the building.
- 6. Starter fittings with internal baffles are not permitted.

### 3.6 PIPE ERECTION AND LAYING

- A. Carefully inspect all pipe, fittings, valves, equipment and accessories before installation. Any items that are unsuitable, cracked or otherwise defective shall be removed from the job immediately.
- B. All pipe, fittings, valves, equipment and accessories shall have factory applied markings, stampings, or nameplates with sufficient data to determine their conformance with specified requirements.
- C. Exercise care at every stage of storage, handling, laying and erecting to prevent entry of foreign matter into piping, fittings, valves, equipment and accessories. Do not install any item that is not clean.

- D. Until system is fully operational, all openings in piping and equipment shall be kept closed except when actual work is being performed on that item or system. Closures shall be plugs, caps, blind flanges or other items specifically designed and intended for this purpose.
- E. Run pipes straight and true, parallel to building lines with minimum use of offsets and couplings. Provide only offsets required to provide needed headroom or clearance and to provide needed flexibility in pipe lines.
- F. Make changes in direction of pipes only with fittings or pipe bends. Changes in size only with fittings. Do not use miter fittings, face or flush bushings, or street elbows. All fittings shall be of the long radius type, unless otherwise shown on the drawings or specified.
- G. Provide flanges or unions at all final connections to equipment, traps and valves.
- H. Arrange piping and connections so equipment served may be totally removed without disturbing piping beyond final connections and associated shutoff valves.
- I. Use full and double lengths of pipe wherever possible.
- J. Unless otherwise indicated, install all piping, including shutoff valves and strainers, to coils, pumps and other equipment at line size with reduction in size being made only at control valve or equipment.
- K. Cut all pipe to exact measurement and install without springing or forcing except in the case of expansion loops where cold springing is indicated on the drawings.
- L. Unless otherwise indicated, branch take-offs shall be from top of mains or headers at either a 45° or 90° angle from the horizontal plane for air lines, and from top, bottom or side for liquids.

# 3.7 DRAINING AND VENTING

- A. Unless otherwise indicated on the drawings, all horizontal water lines, including branches, shall pitch 1" in 40 feet to low points for complete drainage, removal of condensate and venting.
- B. Maintain accurate grade where pipes pitch or slope for venting and drainage. No pipes shall have pockets due to changes in elevation.
- C. Provide drain valves at all low points of water piping systems for complete or sectionalized draining.
- D. Use eccentric reducing fittings on horizontal runs when changing size of pipes for proper drainage and venting. Install gravity drain pipes with bottom of pipe and eccentric reducers in a continuous line; all other liquid lines with top of pipe and eccentric reducers in a continuous line.
- E. Provide air vents at high points and wherever else required to eliminate air in all water piping systems.
- F. Install air vents in accessible locations. If necessary to trap and vent air in a remote location, install an 1/8" pipe from the tapping location to an accessible location and terminate with a venting device.

G. All vent and drain piping shall be of same materials and construction for the service involved.

#### 3.8 PLUMBING VENTS

- A. Vent as shown on the drawings and in accordance with all codes having jurisdiction.
- B. Extend the high side of the soil and waste stacks at least 12" above roof.
- C. Flash pipes at the roof with 3# lead sheet. Extend flashing under roofing 15" in all directions from pipe to be flashed. Extend a lead collar up on the outside of pipe to be flashed and extend 1" beyond the top of the pipe. The 1" excess length of collar shall be turned down into the top of the pipe where it shall fit tight to the inside of the pipe.
- D. Flash pipes at roof with premolded EPDM pipe flashing cones adhered to roof membrane by General Contractor. Secure top of cone with stainless steel clamp and seal watertight.
- E. Increase vent pipes through the roof two pipe sizes with long increasers located at least 12" below the roof.
- F. In no case shall the vent through the roof be less than 4" in diameter.
- G. Vent pipes through the roof shall be located a minimum of from any air intake opening on the roof.

# 3.9 BRANCH CONNECTIONS

- A. For domestic water and vent systems only, make branch connections with standard tee or cross fittings of the type required for the service.
- B. Reducers are generally not shown. Where pipe sizes change at tee, the tee shall be the size of the largest pipe shown connecting to it.
- C. Do not use double wye or double combination wye and eighth bend DWV fittings in horizontal piping.
- D. Branch connections from the headers and mains may be mechanically formed using an extraction device. The branch piping connection shall be brazed connection for the following services only:
  - 1. Domestic water piping above ground.
- E. Further limit use of mechanically formed fittings as follows:
  - 1. Must have at least same pressure rating as the main.
  - 2. Main must be Type K or L copper tubing.
  - 3. Permanent marking shall indicate insertion depth and orientation.
  - 4. Branch pipe shall conform to the inner curve of the piping main.
  - 5. Main must be 1" or larger.
  - 6. Branch must be 3/4" or larger.
- F. Branch connections from headers and mains may be cut into black steel pipe using forged weld-on fittings.

- G. Forged weld-on fittings are limited as follows:
  - 1. Must have at least same pressure rating as the main.
  - 2. Main must be 2-1/2" or larger.
  - 3. Branch line is at least two pipe sizes under main size.

#### 3.10 **JOINING OF PIPE**

- A. Solder Joints (Copper Pipe):
  - 1. Make up joints with 100% lead-free solder, ASTM B32. Cut tubing so ends are perfectly square and remove all burrs inside and outside. Thoroughly clean sockets of fittings and ends of tubing to remove all oxide, dirt and grease just prior to soldering. Apply flux evenly, but sparingly, over all surfaces to be joined. Heat joints uniformly so solder will flow to all mated surfaces. Wipe excess solder, leaving a uniform fillet around cup of fitting.
  - 2. Flux shall be non-acid type.
  - 3. Solder end valves may be installed directly in the piping system if the entire valve is suitable for use with 470°F melting point solder. Remove discs and seals during soldering if they are not suitable for 470°F.
- B. Mechanical Press Connection (Copper and Stainless Steel Pipe):
  - 1. Copper press fitting shall be made in accordance with the manufacturer's installation instructions.
  - 2. Fully insert tubing into the fitting and mark tubing.
  - 3. Prior to making connection, the fitting alignment shall be checked against the mark made on the tube to ensure the tubing is fully engaged in the fitting.
  - 4. Joint shall be pressed with a tool approved by the manufacturer.
  - 5. Installers shall be trained by manufacturer personnel or representative. Provide documentation upon request.
- C. Hub and Spigot Joints Sanitary Pipe and Storm Pipe (Cast Iron and Stainless Steel Pipe):
  - 1. Compression Gasket Joints: Joint shall be one-piece double seal compression type gasket made specifically for joining cast iron soil pipe. Gasket shall be neoprene, permitting joint to flex as much as 5 degrees without loss of seal. Gasket shall be extra heavy weight class, conforming to ASTM C-564.
- D. No-Hub Sleeve Gaskets (No-Hub) (Cast Iron Pipe):
  - 1. Gasket shall be heavy weight class, conforming to ASTM C564.
  - 2. The gasket shall have an internal center stop.
  - 3. The gasket shall be covered by a stainless steel band secured with a minimum of four stainless steel bands per fitting/joint.
  - 4. Sleeve gaskets shall be installed in accordance with the manufacturer's installation instructions.

### **END OF SECTION 221000**

#### **SECTION 221030 - PLUMBING SPECIALTIES**

# **PART 1 - GENERAL**

### 1.1 SECTION INCLUDES

- A. Cleanouts.
- B. Traps.
- C. Floor Drains and Sinks
- D. Unions.
- E. Dielectric Fittings (Connections Between Dissimilar Metals).

# 1.2 QUALITY ASSURANCE

- A. Manufacturer: For each product specified, provide components by same manufacturer throughout.
- B. Piping, Fittings, Valves, and Flux for Potable Water Systems: All components shall be lead free per Federal Act S.3874, Reduction of Lead in Drinking Water Act.

### 1.3 REFERENCES

- A. ANSI A112.21.1 Floor Drains.
- B. ANSI A112.21.2 Roof Drains.
- C. ASSE 1010 Water Hammer Arresters.
- D. ANSI A112.6.3 Floor and Trench Drains; The American Society of Mechanical Engineers.
- E. ANSI A112.6.4 Roof, Deck, and Balcony Drains; The American Society of Mechanical Engineers.
- F. ASME A112.6.9 Siphonic Drain Test; The American Society of Mechanical Engineers.
- G. ANSI 1011 Hose Connection Vacuum Breakers; American Society of Sanitary Engineering.
- H. ANSI 1012 Backflow Preventer with Intermediate Atmospheric Vent; American Society of Sanitary Engineering.
- I. ASSE 1013 Reduced Pressure Principle Backflow Preventers and Reduced Pressure Fire Protection Principle Backflow Preventers; American Society of Sanitary Engineering; 1.
- J. ASSE 1019 Vacuum Breaker Wall Hydrants, Freeze Resistant Automatic Draining Type; American Society of Sanitary Engineering.

- K. ASSE 1047 Reduced Pressure Detector Assemblies.
- L. ASTM C478 Precast Reinforced Concrete Manhole Sections.
- M. AWWA C506 Backflow Prevention Devices Reduced Pressure Principle and Double Check Valve Types.
- N. PDI WH-201 Water Hammer Arresters.

#### 1.4 SUBMITTALS

- A. Submit shop drawings under provisions of Section 220500.
- B. Include sizes, rough-in requirements, service sizes, and finishes.

# **PART 2 - PRODUCTS**

### 2.1 CLEANOUTS

- A. Provide cleanouts as shown and specified on the drawings as well as required by code.
- B. Coordinate floor cleanout cover with surrounding floor finish. Provide either solid, recessed for tile or terrazzo or carpet marker as applicable.
- C. Cleanouts on exposed pipes shall be cast iron with heavy duty cast brass plug with raised head.
- D. Cleanout shall be same size as the pipe up to 6" and 6" for larger pipes.

#### 2.2 TRAPS

- A. Provide all individual connections to the sanitary system with P-traps, except where such drains discharge directly into a properly trapped collection basin or sump. Unless otherwise specified or shown, traps shall be:
  - 1. Chromium plated cast brass when used with plumbing fixtures or when installed exposed in finished spaces.
  - 2. Insulated at accessible lavatories.
  - 3. Cast iron, deep-seal pattern where concealed above ceiling, below grade or in unfinished areas.
  - 4. Deep-seal pattern of the same material and/or coating where drainage lines are of special materials or coatings such as polypropylene, PVDF, CPVC, etc.
- B. All traps shall have accessible, removable cleanouts, except where installed on floor drains with removable strainers.
- C. Each trap shall be completely filled with water at the end of construction but before building space turnover to the Owner. All floor drains, floor sinks, trench drains, etc. shall be filled with water and a 1/2" minimum layer of mineral oil.

# 2.3 FLOOR DRAINS AND SINKS

- A. Floor drains and sinks shall be in the form of a receptor with grate/strainer set flush with the surrounding floor.
- B. Provide floor drains and sinks as shown and specified on the drawings as well as required by code.

### 2.4 UNIONS

A. Copper pipe - wrought copper fitting - ground joint.

# 2.5 DIELECTRIC FITTINGS (CONNECTIONS BETWEEN DISSIMILAR METALS)

- A. Connections between dissimilar metals shall be insulating dielectric types that provide a water gap between the connected metals, and that either allow no metal path for electron transfer or that provide a wide water gap lined with a non-conductive material to impede electron transfer through the water path.
- B. Joints shall be rated for the temperature, pressure, and other characteristics of the service in which they are used, including testing procedure.
- C. Aluminum, iron, steel, brass, copper, bronze, and stainless steel are commonly used and require isolation from each other with the following exceptions:
  - 1. Iron, steel, and stainless steel connected to each other.
  - 2. Brass, copper, and bronze connected to each other.
  - 3. Brass or bronze valves and specialties connected in closed systems with steel, iron, or stainless steel on both sides of the brass or bronze valves and specialties. Where two or more brass or bronze items occur together, they shall be connected with brass nipples. Brass or bronze valves and specialties cannot be used as a dielectric separation between pipe materials.
- D. Dielectric protection is required at connections to equipment of a material different than the piping.
- E. Screwed Joints (acceptable up to 2" size):
  - 1. Dielectric waterway rated for 300 psi CWP and 225°F.
  - 2. Acceptable Manufacturers: Elster Group ClearFlow fittings, Victaulic Series 47, Grinnell Series 407, Matco-Norca.

### **PART 3 - EXECUTION**

# 3.1 INSTALLATION AND APPLICATION

- A. Coordinate construction to receive drains at required invert elevations.
- B. Install all items per manufacturer's instructions.

# C. Cleanouts:

- 1. Provide cleanouts where shown on the drawings and as required by code, but in no case farther apart than 50 feet in pipe less than 6" size and 100 feet apart in 6" and larger pipes inside the building. Provide cleanouts at bases of all sanitary and storm risers as shown on the drawings and as required by code.
- 2. Extend cleanouts to the floor with long sweep elbows.
- 3. Extend cleanouts to finished floor or wall surface. Lubricate threaded cleanout plugs with graphite and linseed oil. Ensure clearance at cleanouts for rodding of drainage system.
- 4. Wall cleanouts shall be installed above the flow line of the pipe they serve, but no less than 12" above the finished floor.

#### D. Floor Drains and Floor Sinks:

- 1. Drains in upper floors shall have a flashing of EPDM or similar membrane sheet. The sheet shall be at least 36" X 36" square with the drain in the center. Clamp membrane in auxiliary clamping ring of floor drain.
- 2. Use alternate sealing method when installing drains in existing floor slabs.
- 3. Coordinate sloping requirements with the architectural plans and specifications.
- 4. Top of floor drain and sinks grate/strainer shall not extend above the finished floor elevation.
- 5. Top of floor drain and sink grate/strainer shall not extend above the finished floor elevation. Grate/strainer shall be installed flush with surrounding finished floor. Should the Plumbing Contractor believe this presents a conflict with code, the issue should be evaluated before installation of the floor drain or sink begins. Proceeding with installing a floor drain or sink raised above the finished floor without prior approval will result in the Contractor being required to remove the drain or sink in question and reinstall it at the approved elevation.

### **END OF SECTION 221030**