PROJECT MANUAL

Replace Flooring and Wallcoverings

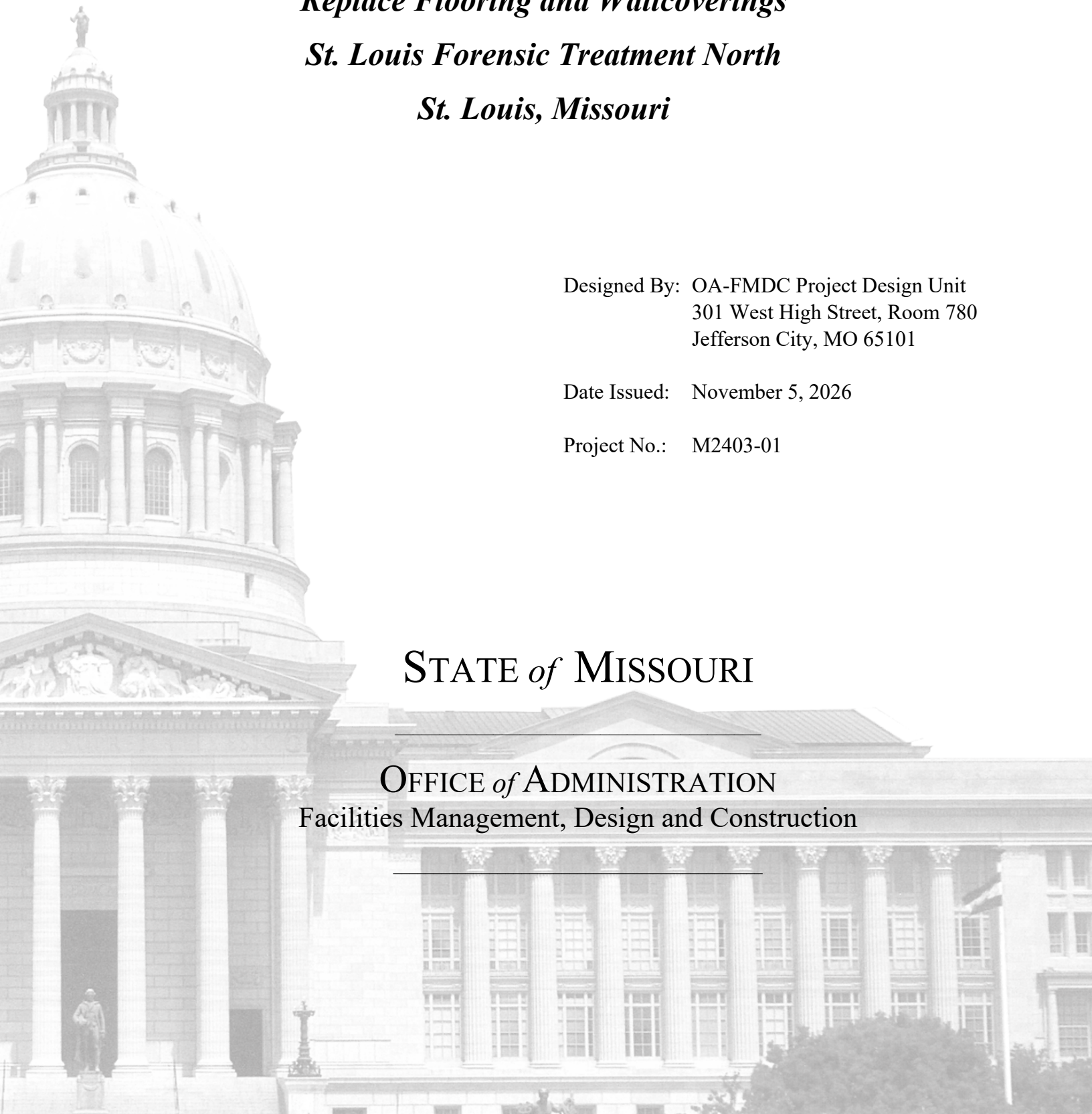
St. Louis Forensic Treatment North

St. Louis, Missouri

Designed By: OA-FMDC Project Design Unit
301 West High Street, Room 780
Jefferson City, MO 65101

Date Issued: November 5, 2026

Project No.: M2403-01



STATE *of* MISSOURI

OFFICE *of* ADMINISTRATION

Facilities Management, Design and Construction

SECTION 000107
PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT TITLE: REPLACE FLOORING AND WALLCOVERINGS
ST. LOUIS FORENSIC TREATMENT CENTER NORTH

PROJECT LOCATION: 5351 DELMAR BLVD., ST. LOUIS, MO 63112

PROJECT NUMBER: M240301

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:



Brad M. Schaefer - Architect
MO# A-2009027294

PROJECT MANUAL DIVISIONS 1, 9 & 10

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NOTICE TO BIDDERS

The following procurement forms can be found on our website at:
https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans
and shall be submitted with your bid to FMDCBids@oa.mo.gov

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SECTION 000115 – LIST OF DRAWINGS

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:

	TITLE	SHEET #	DATE	CAD
1.	Title Sheet – Site Maps, Index	G-001	11/05/2026	G-001.dwg
2.	Phasing Plans	G-002	11/05/2026	G-002.dwg
3.	Floor 1 Finish Plan Phase 1	A-101	11/05/2026	A-101.dwg
4.	Floor 1 Finish Plan Phase 2	A-102	11/05/2026	A-102.dwg
5.	Floor 1 Finish Plan Phase 3	A-103	11/05/2026	A-103.dwg
6.	Floor 1 Finish Plan Phase 4	A-104	11/05/2026	A-104.dwg
7.	Floor 2 Finish Plan Phase 5	A-105	11/05/2026	A-105.dwg
8.	Floor 2 Finish Plan Phase 6	A-106	11/05/2026	A-106.dwg
9.	Floor 3 Finish Plan Phase 7	A-107	11/05/2026	A-107.dwg
10.	Floor 3 Finish Plan Phase 8	A-108	11/05/2026	A-108.dwg
11.	Finish Schedules	A-109	11/05/2026	A-109.dwg
12.	Alternate 1 Acoustical Panels	A-110	11/05/2026	A-110.dwg
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15.	Floor 1 Systems Furniture	I-101	11/05/2026	I-101.dwg
16.	Floor 2 Systems Furniture	I-102	11/05/2026	I-102.dwg
17.	Floor 3 Systems Furniture	I-103	11/05/2026	I-103.dwg

END OF SECTION 000115

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 Flooring and Wallcoverings
St. Louis Forensic Treatment North
St. Louis, Missouri
Project No.: M2403-01

3.0 BIDS WILL BE RECEIVED:

A. Until: 1:30 PM, January 7, 2027

B. **Only electronic bids sent to FMDCBids@oa.mo.gov shall be accepted: (See Instructions to Bidders for further detail)**

4.0 DESCRIPTION:

A. Scope: The project includes replacing flooring and wall base in specified spaces. Remove wallcovering, patch any drywall damage, painting, installing acoustical panels in multipurpose gym.

B. MBE/WBE/SDVE/HDVE Goals: MBE **0%**, WBE **0%**, and SDVE **3%** or HDVE **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)/HDVE(s)meeting the requirements of Section 34.069, RSMo, Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE/HDVE participation goals for this project.**

5.0 PRE-BID MEETING:

A. Place/Time**:** 10:00 AM, December 14, 2026, at St. Louis Forensic Treatment Center North - Conference Room 3010, 5351 Delmar Blvd., St. Louis, 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, https://www.adsplanroom.net. 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: https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans.

7.0 POINT OF CONTACT:

A. Project Manager: Brad Schaefer, email: brad.schaefer@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 https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans after it is verified that at least one bid is awardable and affordable.

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 one (1) party may be limited in accordance with available supply.

B. For the convenience of contractors, subcontractors and suppliers, bidding documents are available on the Owner's website at https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans.

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 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 successful Bidder (contractor) to fulfill every detail of the requirements of the contract, nor accepted as a basis for any claims for extra compensation or time extension.

B. Under no circumstances will Bidders give their plans and specifications to other Bidders. It is highly encouraged, but not required, that all Bidders be on the official planholders list to receive project updates including but not limited to any addenda that are issued during the bidding process.

4.0 - INTERPRETATIONS

A. No Bidder shall be entitled to rely on oral or written representations from any person as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction.

B. Bidders shall make all requests for interpretations in writing and submit all requests to the Project Manager identified in Section 007300 – Supplementary Conditions with all necessary supporting documentation no less than five (5) working days before opening of bids. Responses to requests for interpretation will be issued via a written addendum and will be sent as promptly as is practicable to all official planholders and posted on the Owner's website. All such addenda shall become part of the bid and contract documents.

C. Bidders shall make all requests for an "Acceptable Substitution" on the Section 006325 Substitution Request Form. The request shall be emailed to the Project Manager identified in Section 007300 – Supplementary Conditions no less than five (5) working days before opening of bids. Responses to requests for substitutions will be issued via a written addendum and will be sent as promptly as is practicable to all official planholders and posted on the Owner's website. All such addenda shall become part of the bid and contract documents.

D. An "Acceptable Substitution" requested after the award of bid will only be approved if proven to the satisfaction of the Owner and the Designer 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 and all requests of this nature must be submitted in accordance with Article 3.1 of the General Conditions.

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 on the bid documents or the bid will be rejected for being non-responsive.

B. Depending on the specific project requirements, **the following is a GENERIC list** of all possible bid forms that may be due with bid submittals. Bidders must verify each specific project's requirements in Section 004113 to ensure they have provided all the required documentation with their submission.

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/HDVE Compliance Evaluation Form
004338	MBE/WBE/SDVE/HDVE Eligibility Determination for Joint Ventures
004339	MBE/WBE/SDVE/HDVE GFE Determination
004340	SDVE Business Form
004340.1	HDVE Business Form
004541	Affidavit of Work Authorization
004545	Anti-Discrimination Against Israel Act Certification form

C. The Bidder shall submit its bid on the forms provided by the Owner in the same file format (PDF) with each space fully and properly completed, typewritten or legibly printed, including all amounts required for alternate bids, unit prices, cost accounting data, etc. The Owner will reject bids that are not on the Owner's forms and that do not contain all requested information. All forms can be found on the Owner's website at https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans and shall be submitted to FMDCBids@oa.mo.gov.

D. All bids shall be submitted without additional terms and conditions, modifications, or reservations. The completed forms shall not include interlineations, alterations, or erasures. Bids not in compliance with the requirements of this paragraph will be rejected as non-responsive.

E. 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 in the bid documents in Section 004113. Failure of the Bidder to submit the duly authorized bid bond or 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 bid closing or if the Bidder, within ten (10) working days after notification of award, refuses or is unable to 1) execute the tendered contract, 2) provide an acceptable performance and payment bond, or 3) provide evidence of required insurance coverage.

F. The bid bond 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.

6.0 - SIGNING OF BIDS

A. A bid shall 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 shall appear as shown in the Secretary of State's records. If the Bidder is an entity organized in a state other than Missouri, the Bidder must provide a Certificate of Authority to do business in the State of Missouri.

B. If the successful Bidder is doing business in the State of Missouri under a fictitious name, the Bidder 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.

C. A bid from an individual shall be signed as noted on the Bid Form.

D. 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.

E. A bid from a limited liability company (LLC) shall be signed by a manager or a managing member of the LLC.

F. A bid from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation. Title of office held by the person signing for the corporation shall appear, along with typed name of said individual and the corporate license number shall be provided. In addition, for corporate proposals, the President or Vice-President listed per the current filing with the Missouri Secretary of State should sign as the Bidder. If the signatory is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signatory has the legal authority to bind the corporation.

7.0 - RECEIVING BID SUBMITTALS

A. It is the Bidder's sole responsibility to ensure receipt of the bid submittals by Owner on or before the date and time specified in the Invitation for Bid or as modified via written addenda. Bids received after the date and time specified will not be considered by the Owner.

B. All bids shall be received via email at FMDCBids@oa.mo.gov. A bid submitted through any other means, including hard copies, will not be considered and will be discarded by the Owner unopened.

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

A. Bidder may withdraw a bid at any time prior to the 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. Bidder may modify a bid until the scheduled closing time by sending a revised bid to FMDCBids@oa.mo.gov with a note in the subject line and body of the email that it is a revised bid. A revised bid sent via any other method will not be considered.

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 limited to, contracts for the furnishing and installation of furniture, equipment, machinery, appliances and other apparatuses.

C. The Owner will award a contract to the lowest, responsive, and responsible Bidder in accordance with Section 8.250, RSMo. No contract will be awarded to any Bidder who has had a contract with the Owner terminated within the preceding twelve months for material breach of contract or who has been suspended or debarred by the Owner.

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 lowest, responsive, responsible bidder.

E. No award shall be considered binding upon the Owner until the written contract has been properly executed and the following documentation has been provided: 1) performance and payment bond consistent with Article 6.1 of the General Conditions; 2) proof of the required insurance coverage; 3) an executed Section 004541 - Affidavit of Work Authorization form; and 4) documentation evidence enrollment and participation in a federal work authorization program.

F. Failure to execute and return the contract and associated documents within the prescribed period 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.

G. 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.

H. 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. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding E-Verify is located at https://www.e-verify.gov/employers/enrolling-in-e-verify. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.

I. The successful Bidder must be registered in MissouriBUYS powered by MOVERS at https://missouribuys.mo.gov/supplier-registration# as an approved vendor prior to being issued a contract.

10.0 - CONTRACT SECURITY

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

11.0 - 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:

1. 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.

12.0 - 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 Bidder'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.

13.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

A. 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 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 required to complete and submit the applicable portion of Section 004545 - Anti-Discrimination Against Israel Act Certification with its 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.

14.0 - MBE/WBE/SDVE/HDVE INSTRUCTIONS

A. Definitions:

1. **"MBE"** means a Minority Business Enterprise.

2. **"MINORITY"** has the same meaning as set forth in 1 CSR. 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.

9. **"HDVE" means an Honorably Discharged Veteran Enterprise**

10. **"Honorably Discharged Veteran" has the same meaning as set forth in section 34.069, RSMo.**

11. **"Honorably Discharged Veteran Enterprise"** has the same meaning as "Honorably Discharged Veteran Business" set forth in section 34.069, RSMo.

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

1. For all bids greater than $100,000, the Bidder shall obtain MBE, WBE, SDVE or HDVE 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, SDVE or HDVE goals, or make a good faith effort to do so, the Bidder shall be nonresponsive, and its bid shall be rejected.

2. The Bidder should submit with its bid all the information requested in the MBE/WBE/SDVE/HDVE Compliance Evaluation Form for every MBE, WBE, SDVE, or HDVE subcontractor or material supplier the Bidder intends to use for the contract work. The Bidder is required to submit all MBE/WBE/SDVE/HDVE 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, SDVE, or HDVE 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 34.069, RSMo and section 34.074, RSMo, a Prime Bidder that qualifies as an SDVE or HDVE shall receive a three-percentage 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 or HDVE by three percent of the apparent low responsive Bidder's bid. Based on this calculation, if the eligible SDVE's or HDVE's evaluation is less than the apparent low responsive Bidder's bid, the eligible SDVE's or HDVE's bid will become 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 or HDVE preference, the Bidder must complete and submit with its bid the Missouri Service-Disabled Veteran Business Form or the Missouri Honorably Discharged Veterans Business Form, and any information required by the form.

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

1. A Bidder who is a MBE, WBE, SDVE, or HDVE may count 100% of the contract towards the MBE, WBE, SDVE, or HDVE goal, less any amounts awarded to another MBE, WBESDVE, or HDVE. (NOTE: a MBE firm that bids as general contractor must obtain WBE and SDVE or HDVE participation; a WBE firm that bids as a general contractor must obtain MBE and SDVE or HDVE participation; and a SDVE or HDVE firm that bids as general contractor must obtain

MBE and WBE participation.) For the remaining contract amount to be counted towards the MBE, WBE or SDVE goal, the Bidder must complete the MBE/WBE/SDVE/HDVE Compliance Evaluation Form (Section 004337) identifying itself as an MBE, WBE, SDVE or HDVE.

2. The total dollar value of the work granted to a certified MBE, WBE, SDVE or HDVE by the Bidder shall be counted towards the applicable goal.

3. Expenditures for materials and supplies obtained from a certified MBE, WBE, SDVE, or HDVE supplier or manufacturer may be counted towards the MBE, WBE, SDVE or HDVE goals, if the MBE, WBE, SDVE, or HDVE 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, SDVE or HDVE goals, if the MBE, WBE, SDVE or HDVE 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, SDVE or HDVE partner in the joint venture may be counted towards the MBE/WBE/SDVE/HDVE goals.

6. Only expenditures to a MBE, WBE, SDVE or HDVE that performs a commercially useful function in the work may be counted towards the MBE, WBE, SDVE or HDVE goals. A MBE, WBE, SDVE or HDVE performs a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by performing, managing and supervising the work or providing supplies or manufactured materials.

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

1. 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/HDVE must be certified by the State of Missouri, Office of Equal Opportunity or by the Federal U.S. Small Business Administration directory.

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 https://apps1.mo.gov/MWBCertifiedFirms/. The Bidder may determine the eligibility of a SDVE/HDVE subcontractor or supplier by referring to the Office of Equal Opportunity online SDVE/HDVE directory at https://oeo.mo.gov/sdve-certification-program/ or the Federal U.S. Small Business Administration directory https://veterans.certify.sba.gov/#search.

3. Additional information, clarifications, or other information regarding the MBE/WBE/SDVE/HDVE listings in the directories may be obtained by contacting the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).

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

1. If a Bidder has made a good faith effort to secure the required MBE, WBE, SDVE or HDVE participation and has failed, the Bidder shall submit with its bid the information requested in MBE/WBE/SDVE/HDVE Good Faith Effort (GFE) Determination form. 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, SDVE or HDVE participation will be granted a waiver and will be considered 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, SDVE or HDVE 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, SDVE, or HDVE subcontractors and suppliers;

c. 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/HDVE firms contacted for specific categories of work;

d. If project information, including plans and specifications, were provided to MBE/WBE/SDVE/HDVE subcontractors;

e. Whether the Bidder made any attempts to follow-up with MBE, WBE, SDVE or HDVE 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;

F. Contractor MBE/WBE/SDVE/HDVE Obligations

1. If awarded a contract, the Bidder will be contractually required to subcontract with or obtain materials from the MBE, WBE, SDVE, HDVE firms listed in its bid, in amounts equal to or greater than the dollar amount in the 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 nonresponsive 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, SDVE or HDVE during the course of the contract, the Contractor shall replace it with another MBE, WBE, SDVE or HDVE or make a good faith effort to do so. All MBE, WBE, SDVE or HDVE substitutions must be approved by the Director in writing.

4. The Contractor shall provide the Owner with regular reports on its progress in meeting its MBE/WBE/SDVE/HDVE obligations. At a minimum, the Contractor shall report the dollar-value of work completed by each MBE, WBE, SDVE or HDVE during the preceding month and the cumulative total of work completed by each MBE, WBE, SDVE or HDVE 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, SDVE or HDVE during the entire contract.

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.

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 Flooring and Wallcoverings**
St. Louis Forensic Treatment North
St. Louis, Missouri

Project Number: **M2403-01**

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 **160 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 $700** 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.

SAMPLE

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: $

Accepted Alternates, if applicable to the Project and accepted by the Owner.

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 0% MBE, 0% WBE, and 3% SDVE or HDVE 3% participation goals. The Contractor agrees to secure the MBE/WBE/SDVE/HDVE participation amounts for this project as follows: (OR)

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

MBE/WBE/SDVE/HDVE Firm: Subcontract Amt:$
MBE/WBE/SDVE/HDVE Firm: Subcontract Amt:$
MBE/WBE/SDVE/HDVE Firm: Subcontract Amt:$
Total $

MBE/WBE/SDVE/HDVE 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/HDVE firms listed above when such disputes impact the subcontract amounts shown above.

SAMPLE

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, HDVE Compliance Evaluation Form(s) (Section 004337)
        v. MBE, WBE, SDVE, HDVE Eligibility Determination Form for Joint Ventures (Section 004338)
        vi. MBE, WBE, SDVE, HDVE Good Faith Effort (GFE) Determination Form (Section 004339)
        vii. Missouri Service-Disabled Veteran Business Form (Section 004340)
        viii. Missouri Honorably Discharged Veteran Business Form (Section 004340.1)
        ix. Affidavit of Work Authorization (Section 004541)
    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), if applicable
    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.

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

APPROVED:

_____
Crystal Wessing, 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

SAMPLE

Bond No._____

SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT we _____

as principal, and _____

_____as Surety, are held and firmly bound unto the

STATE OF MISSOURI. in the sum of _____ Dollars ($)

for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the _____

day of_____, 20_____, enter into a contract with the State of Missouri for

_____

_____

_____

(Insert Project Title 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.

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 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: _____

NOTE: Surety shall attach Power of Attorney

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

PRODUCT SUBSTITUTION REQUEST

PROJECT NUMBER
M2403-01

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 AWARD
(Maximum of (20) working days from Notice to Proceed as per Article 3 – General Conditions)

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

Bidder/Contractor hereby requests acceptance of the following product or systems as a substitution in accordance with provisions of Division One of the Bidding Documents:

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

☐ Product data for proposed substitution is attached (include description of product, standards, performance, and test data)

☐ Sample ☐ Sample will be sent, if requested

QUALITY COMPARISON

	SPECIFIED PRODUCT	SUBSTITUTION 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 WORK

☐ 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

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

FINAL RECEIPT OF PAYMENT AND RELEASE

PROJECT NUMBER
M2403-01

KNOW ALL MEN BY THESE PRESENT THAT: 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:

1. 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.
2. 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.
1. 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.

DATED this day of , 20 .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

ORIGINAL: FILE/Closeout Documents

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

PAY APP NO.	PROJECT NUMBER **M2403-01**
CHECK IF FINAL ☐**FINAL**	DATE

MBE/WBE/SDVE/HDVE PROGRESS REPORT

Remit with **ALL** Progress and Final Payments

(Please check appropriate box) ☐CONSULTANT ☐CONSTRUCTION

PROJECT TITLE	
PROJECT LOCATION	
FIRM	
ORIGINAL CONTRACT SUM (Same as Line Item 1. on Form A of Application for Payment) **$**	TOTAL CONTRACT SUM TO DATE (Same as Line Item 3. on Form A of Application for Payment) **$**

THE TOTAL MBE/WBE/SDVE/HDVE PARTICIPATION DOLLAR AMOUNT OF THIS PROJECT AS INDICATED IN THE ORIGINAL CONTRACT: **$**

SELECT MBE, WBE, SDVE, HDVE	ORIGINAL CONTRACT PARTICIPATION AMOUNT	PARTICIPATION AMOUNT PAID-TO-DATE (includes approved contract changes)	CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER COMPANY NAME
☐ MBE ☐ WBE ☐ SDVE ☐ HDVE	$	$	
☐ MBE ☐ WBE ☐ SDVE ☐ HDVE	$	$	
☐ MBE ☐ WBE ☐ SDVE ☐ HDVE	$	$	
☐ MBE ☐ WBE ☐ SDVE ☐ HDVE	$	$	
☐ MBE ☐ WBE ☐ SDVE ☐ HDVE	$	$	
☐ MBE ☐ WBE ☐ SDVE ☐ HDVE	$	$	

INSTRUCTIONS FOR MBE/WBE/SDVE/HDVE PROGRESS REPORT

CONTRACTOR OR CONSULTANT TO FILL OUT AND REMIT WITH EACH PAY APPLICATION:

The MBE/WBE/SDVE/HDVE Progress Report for the project is issued with the contract comprising values reported in the consultant's Proposal or on the successful contractor's Section 004337 Compliance Evaluation Forms.

At Initial Pay Application fill in the following:

1. Pay App No. Start with 1.
2. Fill in the Project Number and Date.
3. Enter Project Title, Project Location, and Firm.
4. Fill in the "Original Contract Sum" and "Total Contract Sum To Date" (Reference applicable Line Items on Form A of Application for Payment).
5. Indicate the Total Participation Dollar Amount from the Original Contract.
6. Select MBE, WBE, SDVE, or HDVE for each Consultant/Subconsultant or Contractor/Subcontractor/Supplier.
7. Enter the "Total Amount of Subcontract", "$ Amount (Paid-To-Date)", and Company Name.

For all subsequent Pay Applications fill in the following:

1. Pay App No.
2. If Final Pay App, check box.
3. Fill in the Project Number and Date.
4. Enter Project Title, Project Location, and Firm
5. At each Pay App fill in the "Original Contract Sum" and "Total Contract Sum To Date" (reference applicable Line Items on Form A of Application for Payment).
6. Indicate the Total Participation Dollar Amount from the Original Contract.
7. Select MBE, WBE, SDVE, or HDVE for each Consultant/Subconsultant or Contractor/Subcontractor/Supplier
8. Enter the "Total Amount of Subcontract", "$ Amount (Paid-To-Date)", and Company Name.

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

PROJECT NUMBER
M2403-01

Before me, the undersigned Notary Public, in and for the County of _____

State of _____ personally came and appeared _____
(NAME)

_____ of the _____
(POSITION) (NAME OF THE COMPANY)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works project have been fully satisfied and there has been no exception to the full and completed compliance with said provisions and requirements and with Wage Determination No: _____ issued by the Department of Labor and Industrial Relations, State of Missouri on the _____ day of _____ 20 __ in carrying out the contract and working in connection with _____
(NAME OF PROJECT)

Located at _____ in _____ County
(NAME OF THE INSTITUTION)

Missouri, and completed on the _____ day of _____ 20 __

SIGNATURE

NOTARY INFORMATION

NOTARY PUBLIC EMBOSSER OR BLACK INK RUBBER STAMP SEAL	STATE		COUNTY (OR CITY OF ST. LOUIS)
	SUBSCRIBED AND SWORN BEFORE ME, THIS DAY OF YEAR		**USE RUBBER STAMP IN CLEAR AREA BELOW**
	NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES	
	NOTARY PUBLIC NAME (TYPED OR PRINTED)		

FILE: Closeout Documents

GENERAL CONDITIONS

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ARTICLE:

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6.1. Bond

6.2. Insurance

7. Termination or Suspension of Contract

7.1. For Site Conditions

7.2. For Cause

7.3. For Convenience

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. Acting by and through the Office of Administration, Division of Facilities Management, Design and Construction.
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 Information, Standard Forms, General 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"**: All supervision, labor, materials, tools, supplies, equipment, and any incidental operations and/or activities required by or reasonably inferable from the Contract Documents necessary to construct the Project and to produce the results intended by the Contract Documents 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 ensure 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 under this clause to any labor union with which they have bargaining or other agreements.

B. 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 any 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.

I. 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:

1. 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 on-site 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

1. 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, improper or insufficient maintenance, 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:

1. 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 ensure 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.

I. 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 weekend. 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.

S. 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 in accordance with the drawings and 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.

3. 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 subject to the following limits: (a) the percentage mark-up for the Contractor shall be limited to the Contractor’s fee: (b) fifteen percent (15%) maximum for Work directly performed by employees of a subcontractor, or sub-subcontractor; (c) five percent (5%) maximum for the Work performed or passed through to the Owner by the Contractor; (d) five percent (5%) maximum subcontractor’s mark-up for

Work performed by a sub-subcontractor and passed through to the Owner by the subcontractor and Contractor; and (e) in no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty-five percent (25%) 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 Contractor's payment and performance bonding, builder's risk insurance, and general liability insurance to their cost of work. The above listed bonding and insurance cost shall not exceed two percent (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(s) 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 the same as those for additive Contract Changes provided above.

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 <u>without</u> 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.

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:
   a. 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
2. Certified payrolls consisting of name, home addresses of all workers, 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:

1. 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.

3. 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:

1. 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.

3. 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:

1. 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

3. 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 coverage will be as follows: 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 Builder's Risk Reporting- Form of 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:

1. 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 the 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.

F. 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.

2. Take actions to protect the work and any stored materials.

3. 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 00, BIDDING AND CONTRACTING REQUIREMENTS.

2.0 CONTACTS:

Project Manager:

Brad Schaefer
Division of Facilities Management, Design and Construction
301 West High Street, Room 780
Jefferson City, MO 65101
Telephone: (573) 508-4235
Email: brad.schaefer@oa.mo.gov

Construction Representative:

Mike Howard
Division of Facilities Management, Design and Construction
119 Olympic Way
St. Peters, MO 63376
Telephone: (636) 875-4160
Email: Mike.Howard@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 3 complete sets of drawings and specifications at no charge.

B. The Owner will furnish the Contractor with approximately 3 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

MIKE KEHOE, Governor

Annual Wage Order No. 33

Section 096
CITY OF ST. LOUIS CITY

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
Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2026**

Last Date Objections May Be Filed: **April 9, 2026**

Prepared by Missouri Department of Labor and Industrial Relations

CITY OF ST. LOUIS CITY

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$68.05
Boilermaker	$47.06*
Bricklayer - Stone Mason	$67.67
Carpenter	$69.16
Lather	
Linoleum Layers & Cutter	
Millwright	
Pile Driver	
Cement Mason	$63.28
Plasterer	
Communication Technician	$55.55
Electrician (Inside Wireman)	$78.66
Electrician (Outside Lineman)	$47.06*
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Elevator Constructor	$106.55
Glazier	$71.86
Iron Worker	$74.68
Laborer	$59.67
Laborer - First Semi-Skilled	
Laborer - General	
Laborer - Second Semi-Skilled	
Laborer - Skilled	
Mason	$63.56
Marble Finisher	
Marble Mason	
Terrazzo Finisher	
Terrazzo Worker	
Tile Finisher	
Tile Setter	
Operating Engineer	$76.81
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group III - A	
Operating Engineer - Group IV	
Operating Engineer - Group V	
Painter	$57.26
Plumber	$83.95
Pipe Fitter	
Roofer/WaterProofer	$62.68
Sheet Metal Worker	$79.59
Sprinkler Fitter - Fire Protection	$86.89
Truck Driver	$47.06*
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters Group IV	

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

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

CITY OF ST. LOUIS CITY

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$71.40
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$83.01
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Laborer	$59.17
Laborer - General	
Laborer - Skilled	
Operating Engineer	$75.73
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group IV	
Truck Driver	$47.06*
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance iwth 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 shown on the Building Construction Rate Sheet.

***The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. 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.**

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

1.01 RELATED DOCUMENTS

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

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project consists of the Base Bid "Replace Flooring & Wallcoverings", in addition to one Alternate, with work replacing additional flooring in Phase 5.
   1. Project Location: 5351 Delmar Blvd., St. Louis, MO 63112.
   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 65101.

B. Contract Documents, dated Aug 3, 2026 were prepared for the Project by State of Missouri – Office of Administration Division of Facilities Management Design and Construction, Project Design Unit, 301 West High Street, Room 780, Jefferson City, Missouri 65101.

C. The Work consists of replacing flooring and wall base in specified spaces. Remove wallcovering, patch any drywall damage, painting, installing acoustical panels in multipurpose gym.
   1. Contractor is responsible for acquisition of building materials and temporary construction barriers. Contractor is responsible for disposal of old flooring, base, and wallcovering to be replaced.
   2. The work includes labor to shift existing furniture, equipment, and workstations while replacing flooring, wallcovering, and painting. Contractor is responsible for returning all furniture, equipment, and workstations to their original locations and conditions.
   3. The project consists of (3) three alternates. Refer to Section 012300 "Alternates"
      a. Alternate no. 1 includes wallcovering removal, acoustical panel installation and painting.
      b. Alternate no. 2 includes flooring/base removal and installation of new flooring.
      c. Alternate no. 3 includes flooring/base removal and installation of new flooring.

D. The Work will be constructed under a single prime contract.

1.03 WORK SEQUENCE

A. The Work will be conducted in 9 phases.
   1. Phases 1-5 and 7-8: Include replacement of carpet, vinyl tile, sheet vinyl and base which will require shifting and lifting of furniture and equipment per phase. Work of this phase shall be substantially complete, ready for occupancy within (105) days of commencement of construction.
   2. Phase 2: Includes replacement of carpet, vinyl tile and base in additional areas noted; which will require shifting and lifting of furniture and equipment. Work of this phase shall be substantially complete, ready for occupancy within (5) days of commencement of construction. Alternate #2 includes replacement of carpet, vinyl tile, sheet vinyl and base in additional areas noted; which will require shifting and lifting of furniture and equipment. Alternate #2 will add (10) days.
   3. Phase 6: Includes replacement of carpet, vinyl tile, sheet vinyl and base which will require shifting and lifting of furniture and equipment. Work of this phase shall be substantially complete, ready for occupancy within (15) days of commencement of construction. Alternate #1 includes removing wallcovering, patching any drywall damage before painting, repainting, and installing acoustical panels which will require an aerial lift. Alternate #1 will add (15) days.
   4. Phase 9: Includes replacement of sheet vinyl and base in additional areas noted; which will require shifting and lifting of furniture and equipment. Work of this phase shall be substantially complete, ready for occupancy within (5) days of commencement of construction. Alternate #3 includes replacement of sheet vinyl and base in additional areas noted; which will require shifting and lifting of furniture and equipment. Alternate #3 will add (5) days.

1.04 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.

1.05 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.

END OF SECTION 011000

SECTION 012100
ALLOWANCES

PART 1 GENERAL

1.01 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.

1.02 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.

1.03 WEATHER ALLOWANCE

A. Included within the completion period for this project are a specified number of “bad weather” days (see Schedule of Allowances).

B. The Contractor’s progress schedule shall clearly indicate the bad weather day allowance as an “activity” or “activities”. 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.

E. Once this allowance is depleted, a no cost Change Order time extension will be executed for “bad weather” days, as defined above, encountered during the remainder of the Project.

1.04 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.

1.05 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.

1.06 COORDINATION

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

1.07 LUMP-SUM ALLOWANCES

A. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials selected by Designer under allowance shall be included as part of the Contract Sum and not part of the allowance.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 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.

3.03 SCHEDULE OF ALLOWANCES

A. Weather Allowance: Included within the completion period for this Project 10 “bad weather” days.

END OF SECTION 012100

SECTION 012300
ALTERNATES

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

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

1.03 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. Additional time will be allowed for alternate work. The number of work days is so stated on the bid form.

1.04 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

3.01 SCHEDULE OF ALTERNATES

A. Alternate No.1: Refer to A-110 for designated locations of wallcovering to be removed and acoustical panels to be installed. Patch any drywall damage before painting. Refer to A-109 Finish Schedules and specifications 099123 Interior Painting and 098430 Sound Absorbing Wall and Ceiling Units. Contractor is responsible for removal and disposal of existing wallcovering. Contractor to supply labor, materials, tools/equipment, and aerial lift. Contractor may not leave any tools or equipment unattended. Alternate No.1 will add (15) additional days.

B. Alternate No.2: Refer to finish plan A111 for designated rooms of existing flooring and base to be removed. Contractor is responsible for removal and disposal of existing flooring and base. Install new flooring and base as noted. It will require shifting and lifting of existing furniture/equipment. Refer to specifications 090561 Common results for Floor Preparation and 096500 Resilient Flooring. Contractor to supply labor, materials, and tools/equipment. Contractor may not leave any tools or equipment unattended. Alternate No.2 will add (10) additional days.

C. Alternate No.3: Refer to finish plan A112 for designated rooms of existing flooring and base to be removed. Contractor is responsible for removal and disposal of existing flooring and base. Install new flooring and base as noted. It will require shifting and lifting of existing furniture/equipment. Refer to specifications 090561 Common results for Floor Preparation and 096500 Resilient Flooring. Contractor to supply labor, materials, and tools/equipment. Contractor may not leave any tools or equipment unattended. Alternate No.3 will add (5) additional days.

END OF SECTION 012300

SECTION 012600
CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 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.

1.02 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.

1.03 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.

1.04 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).

1.05 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.

1.06 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.

END OF SECTION 012600

SECTION 013100
COORDINATION

PART 1 GENERAL

1.01 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.

1.02 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.

1.03 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.

1.04 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.

1.05 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

l. 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
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

END OF SECTION 013100

SECTION 013115
PROJECT MANAGEMENT COMMUNICATIONS

PART 1 GENERAL

1.01 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

1.02 SUMMARY

A. Project Management Communications: The Contractor shall use the Internet web-based project management communications tool, Trimble Unity Construct® (Formerly eBuilder) 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 Trimble Unity Construct® (Formerly eBuilder) as provided by "Trimble Unity Construct®" 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: Trimble Unity Construct® (Formerly eBuilder) 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/BIM files, processes or design information distributed in this system is intended only for the project specified herein.

D. Purpose: The intent of using Trimble Unity Construct®(Formerly eBuilder) 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 Trimble Unity Construct (Formerly eBuilder) New Company/User Request Form located at the following web site: https://oa.mo.gov/facilities/vendor-links/contractor-forms. Completed forms shall be emailed to the following email address: OA.FMDCE-BuilderSupport@oa.mo.gov.
   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 all posted items. 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 Trimble Unity Construct® (Formerly eBuilder) 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.
   l. 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 Trimble Unity Construct® (Formerly eBuilder) web site by licensed users.
   1. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Subcontractors 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.
   2. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Subcontractors 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.

3. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Subcontractors 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 with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
      a. The normal work location is the place where the user is assigned for more than one-half of his time working on this project.
   2. Each of the above referenced computer systems shall have the following minimum system 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.
      b. The minimum system herin will not be sufficient for many tasks and may not be able to process all documents and files stored in the Trimble Unity Construct® (Formerly eBuilder) Documents area.

END OF SECTION 013115

SECTION 013200
SCHEDULE – BAR CHART

PART 1 GENERAL

1.01 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.

1.02 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

3.01 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.

3.02 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. The Schedule shall also include an activity for the number of "bad" weather days specified in Section 012100 – Allowances.
   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

3.03 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.

3.04 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

1.01 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.

1.02 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.

1.03 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

1.04 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 36”x48”.

1.05 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.

1.06 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.

1.07 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.

1.08 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

2.01 REQUIRED SUBMITTALS

A. Contractor shall submit the information for materials and equipment to be provided under this contract, as noted on the following page.

SPEC SECTION	TITLE	CATEGORY
013200	Schedules	Construction Schedule
013200	Schedules	Schedule of Values
013200	Schedules	List of Subcontractors
013200	Schedules	Major Material Suppliers
015000	Construction Facilities and Temporary Controls - Storage Pods	Major Material Suppliers
096500	Resilient Flooring - Transitions, Sheet Vinyl, Welded Rod, Vinyl Tile, Rubber Sports Flooring, Wall Base	Product Data
096500	Resilient Flooring - Transitions, Sheet Vinyl, Welded Rod, Vinyl Tile, Rubber Sports Flooring, Wall Base	Sample
096500	Resilient Flooring - Sheet Vinyl welded seam: Phase 1 room #1516 Kitchenette	Mock up
096500	Resilient Flooring - Vinyl Tile: Phase 1 room #1512 Interview	Mock up
096500	Resilient Flooring	Operation / Maintenance Manual
096500	Resilient Flooring	Warranty
098430	Acoustical Treatment - Wall Panels	Product Data
098430	Acoustical Treatment - Wall Panels: Phase 6 room #2200 Multipurpose	Mock up
098430	Acoustical Treatment - Wall Panels	Operation / Maintenance Manual
098430	Acoustical Treatment - Wall Panels	Warranty
099123	Interior Painting	Product Data
099123	Interior Painting	Sample

099123	Interior Painting: Phase 6 room #2200 Multipurpose	Mock up
099123	Interior Painting	Operation / Maintenance Manual
102600	Wall Protection - Corner Guards	Product Data
102600	Wall Protection - Corner Guards	Sample

END OF SECTION 013300

SECTION 013513.19 - SITE SECURITY AND HEALTH REQUIREMENTS (DMH)

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 general Institution rules.

B. This Section includes requirements for infection control in environments that Clients are housed in, dine in, or participate in program activities in or adjacent to the Scope of Work area:

1. The Contractor shall have the applicable measures specified below in-place any time demolition or construction activities occur in occupied or non-occupied project work areas.
2. The Contractor shall complete all specified cleaning procedures and receive clearance from the Construction Representative prior to removing any barriers and other precautionary measures – even for areas that the Clients do not occupy during construction.

1.3 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.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL RULES OF THE INSTITUTION

A. All workers and supervisors employed by the Contractor, or any Subcontractors shall be made aware that the buildings and grounds are part of a Department of Mental Health facility and that:

1. The Residents or Patients are to be treated with dignity.
2. Construction activities shall not interfere with normal facility operation, except as otherwise arranged with and approved by the Facility Authorities.
3. Access to the Facility, Residents, and Staff by Emergency Responders shall not be compromised at any time.
4. Fire exits, alarm systems, and sprinkler systems shall remain fully operational at all times unless written approval is received from the Construction Representative and the

appropriate Facility Representative at least (24) hours in advance. The Contractor shall submit a written time schedule for any proposed shutdowns.

5. Smoking is not permitted in State-operated buildings. Smoking on grounds shall be in accordance with local Facility regulations and only as approved by Facility Management.
6. Intoxicating beverages or narcotics shall not be brought upon the premises, nor shall Contractor's personnel be under the influence of these substances while on the premises.
7. Explosives or firearms and other weapons shall not be allowed onsite.
8. Keys shall not be left in unattended vehicles. Vehicles shall be locked when not in use.
9. The Residents shall not be photographed. Maintaining confidentiality of the Residents shall be required.

B. Because of the persistent risk that Residents or Patients may cause harm to themselves, or others, extreme caution and special care must be taken in the interest of safety.

1. Materials, tools, and construction apparatus including ropes, ladders, and flammable liquids shall not be left unattended during working hours and shall be securely stored during non-working hours. Secure storage includes lockable cabinets, rooms, trailers, and rigid fenced areas. The location and use of exterior storage areas shall be approved by the Construction Representative and Facility Management prior to their use.
2. An inventory of tools, equipment, and materials intended to be left unsecured must be submitted to and approved by the Construction Representative in advance.
3. Any missing tools, equipment, or material must be immediately reported to the Construction Representative and Facility Management. Unattended or unsecured tools, equipment, or material that poses a potential risk may be confiscated by Facility Staff and returned after completion of the appropriate request documents by the Contractor.
4. Access to construction areas must be controlled at all times. Appropriate barriers must be erected to secure trenches, pits, wiring, etc.
5. Material Safety Data Sheets, or their equivalent, shall be provided to the Construction Representative for all hazardous materials to be brought onsite at least a day before their delivery.
6. Construction debris and trash must be securely stored in approved containers or removed from the site at least daily.

C. If the safety of Residents or Staff is jeopardized because Safety Guidelines are not properly observed, the Facility Representative will notify the Construction Representative, who may stop the Work until the situation is resolved. In such case, the Work will resume only after the unsafe conditions have been corrected and the Contractor is notified by the Construction Representative to resume the Work.

3.2 ACCESS TO THE SITE

A. The Contractor shall coordinate with the Facility and Construction Representative to establish a schedule for working hours. Normal working hours for this Facility are 7:30AM to 4:00PM Monday through Friday. Working hour changes or overtime are to be requested and approved (48) hours in advance. The need for emergency overtime shall be reported to the Construction Representative as soon as it is evident that overtime is needed.

B. The Contractor shall provide the name and phone number of the individual who is in charge onsite and who can be contacted in case of an emergency. This individual must maintain a current list of names and addresses of all project construction personnel and to furnish this list

to the Construction Representative or Facility Representative upon request.

C. All construction personnel shall be identified to the Facility Representative and, when the Facility Representative feels it is necessary, they will be issued identification cards.

D. All construction personnel shall visibly display issued identification badges.

3.3 HEALTH AND TRAFFIC CONTROLS

A. Take all reasonable and necessary measures to reduce air and water pollution by any material or equipment used during construction. Keep volatile wastes in approved covered containers. Do not dispose of volatile wastes or oils in storm or sanitary drains.

B. Keep project area in a neat, clean, orderly, and safe condition at all times. Immediately remove all waste materials. Do not allow trash or rubbish to accumulate. Provide approved onsite containers for collection of trash and rubbish and dispose of it at frequent intervals during progression of the Work.

C. No burning will be permitted on the grounds.

D. Conduct all construction-related activities and management of debris to ensure minimum interference with roadways, streets, walks, utilities, and adjacent facilities.

E. Do not obstruct streets, driveways, walks, or use facilities without permission from the Facility Representative.

F. No driver shall exceed the Facility speed limit of 5mph.

3.4 SPECIFICATION OF REQUIRED INFECTION CONTROL PRECAUTIONS BY CLASS

A. The Facility Contact or the DMH Capital Improvements Administrator will help you determine which Class applies to this particular project.

1. DMH Infection Control Risk Assessment determined replace flooring and wall coverings project as Class III.

B. Class I is for inspection and non-invasive type activities. These include, but are not limited to, the removal of ceiling tiles for visual inspection (1) tile per 50SqFt, painting without sanding, wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.

1. Class I Contractor shall perform the following precautionary measures during the project:

a. Execute work by methods to minimize raising dust from construction operations.
b. Immediately replace a ceiling tile displaced for visual inspection.

2. Class I Contractor shall perform the following measures upon completion of the project.

a. No work is required.

C. Class II is for work that generates minimal to a high level of dust, requires demolition, or removal of any fixed building components or assemblies. Work of this type includes, but is not limited to, installation of telephone and computer cabling, access to chase spaces, cutting of walls or ceiling where dust migration can be controlled, sanding of walls for painting or wall covering, removal of floor coverings, ceiling tiles and casework, new wall construction, minor duct work, electrical or plumbing work above ceilings, and any activity that cannot be completed within a single work shift.

1. Class II Contractor shall perform the following precautionary measures during the project:

    a. Provide active means to prevent airborne dust from dispersing into the atmosphere.
    b. Water mist work surfaces to control dust while cutting.
    c. Seal unused doors with duct tape.
    d. Block off and seal air vents.
    e. Place dust mat at entrance and exit of work area.
    f. Remove or isolate HVAC system in areas where work is being performed.

2. Class II Contractor shall perform the following measures upon completion of the project:

    a. Wipe work surfaces with disinfectant.
    b. Contain construction waste before transport in tightly covered containers.
    c. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area.
    d. Remove isolation of HVAC system in areas where work was performed.

D. Class III is for major demolition and construction projects. Work includes, but is not limited to, activities which require consecutive work shifts, heavy demolition, the removal of a complete cabling system, and new construction.

1. Class III Contractor shall perform the following precautionary measures during the project:

    a. Remove or isolate HVAC system in area where work is being done to prevent contamination of duct system including block off and seal air vents.
    b. Complete all critical barriers, i.e., drywall, plywood, and plastic to seal area from non-work area or implement control cube method (use cart with plastic covering and sealed connection to worksite with HEPA vacuum for vacuuming prior to exit) before construction begins.
    c. Maintain negative air pressure within worksite utilizing HEPA equipped air filtration units.
    d. Place dust mat at entrance and exit of work area.
    e. Contain construction waste before transport in tightly covered containers.
    f. Cover transport receptacles or carts. Tape covering unless solid lid.

2. Class III Contractor shall perform the following measures upon completion of the project:

    a. Do not remove barriers from work area until completed project is inspected by the Construction Representative and a Representative of the Facility's Safety and Inspection Control Section.
    b. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.

c. Vacuum work area with HEPA filtered vacuums.
d. Wet mop area with disinfectant.
e. Remove isolation of HVAC system in areas where work is being performed.

3.5 SECURITY CLEARANCES AND RESTRICTIONS

A. FMDC CONTRACTOR BACKGROUND AND ID BADGE PROCESS

1. All employees of the Contractor and Subcontractor(s) are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration (OA), Division of Facilities Management, Design and Construction's (FMDC) Contractor Screening program to enter the interior of a state office building unescorted. If no access to the interior of the building is needed, background screening is not required. FMDC reserves the right to prohibit any employee of the Contractor or Subcontractor(s) from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.
2. The Contractor, Subcontractor(s), and their employees must comply with the process for background checks and contractor ID badges found on FMDC's website at: https://oa.mo.gov/facilities/facilities-operations/security-information/fmdc-contractor-background-and-id-badge.
3. Effective June 1, 2026, FMDC requires all forms to be submitted via the online application system and will no longer accept any other submission format for these required forms. The Contractor or Subcontractor shall submit a signed Missouri Applicant Fingerprint Privacy Notice, Authorization for Release of Information Confidentiality Oath, State Identification Badge Agreement, and a forward-facing photo with no headwear or face coverings and a solid neutral background for each employee at least 45 days prior to the expected project start date to initiate the background check process via FMDC's website at: https://oa.mo.gov/facilities/facilities-operations/security-information/fmdc-contractor-background-and-id-badge.
4. The Contractor or Subcontractor shall pay for the cost of such background checks.
5. All employees of the Contractor and Subcontractor(s) approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site.
6. Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2023. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the Contractor's and Subcontractor's employees, and those fingerprints will be searched against other fingerprints on file, including latent fingerprints. While retained, an employee's fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.
7. As part of the Missouri and National Rap Back programs, FMDC will receive notification if a new arrest is reported for an employee whose fingerprints have been submitted for FMDC after August 28, 2023. If the employee is performing work on a State contract at the time of the arrest notification, FMDC will request and receive the employee's updated criminal history records. If the employee is no longer performing work on a State contract, FMDC will not obtain updated criminal records.
8. The Contractor or Subcontractor shall require its employees to report all arrests or convictions to the contractor immediately, and the contractor shall notify the state agency at FMDCContractorScreenings@oa.mo.gov within five (5) calendar days of the arrest or

conviction.

9. Pursuant to section 43.540, RSMo, the Missouri State Highway Patrol will provide the results of the employee's background check directly to FMDC. FMDC may NOT release the results of a background check to the Contractor or Subcontractor or provide the Contractor or Subcontractor any information obtained from a background check, either verbally or in writing. FMDC will notify the Contractor or Subcontractor only whether an employee is approved to work on State property.
10. The Contractor shall notify FMDC via email to FMDCContractorScreenings@oa.mo.gov if an employee is terminated or resigns from employment with the Contractor or Subcontractor. If the Contractor or Subcontractor does not anticipate performing work on a State contract in the future, the Contractor and Subcontractor must request that FMDC remove its employees from the Rap Back programs. However, if removed from the Rap Back programs, employees will be required to submit new fingerprints should the contractor be awarded another State contract.
11. Upon award of a Contract, the Contractor and Subcontractor(s) should contact FMDC at FMDCContractorScreenings@oa.mo.gov to determine if its employees need to provide a new background check. If a Contractor's or Subcontractor's employee has previously submitted a fingerprint background check to FMDC as part of the Missouri and National Rap Back programs, the employee may not need to submit another fingerprint search, depending upon the circumstances. The Contractor and Subcontractor(s) understand and agree that FMDC may require more frequent background checks without providing any explanation to the Contractor. The fact that an additional background check is requested by FMDC does not indicate that the employee has a criminal record.

3.6 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.

3.7 PROTECTION OF PERSONS AND PROPERTY

A. SAFETY PRECAUTIONS AND PROGRAMS

1. The Contractor shall at all times conduct operations under this Contract in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall promptly take precautions which are necessary and adequate against conditions created during the progress of the Contractor's activities hereunder which involve a risk of bodily harm to persons or a risk of damage to property. The Contractor shall continuously inspect Work, materials, and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with applicable safety laws, standards, codes, and regulations in the jurisdiction where the Work is being performed, specifically, but without limiting the generality of the foregoing, with rules

regulations, and standards adopted pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 and applicable amendments.

2. All contractors, subcontractors and workers on this project are subject to the Construction Safety Training provisions 292.675 RSMo.
3. In the event the Contractor encounters on the site, material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), lead, mercury, or other material known to be hazardous, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner's Representative and the Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner's Representative and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner's Representative and the Contractor. “Rendered Harmless” shall mean that levels of such materials are less than any applicable exposure standards, including but limited to OSHA regulations.

B. SAFETY OF PERSONS AND PROPERTY

1. The Contractor shall take reasonable precautions for safety of, and shall provide protection to prevent damage, injury, or loss to:

    a. clients, staff, the public, construction personnel, and other persons who may be affected thereby;
    b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors of any tier; and
    c. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

2. The Contractor shall give notices and comply with applicable laws, standards, codes, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.
5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, and for which the Contractor is responsible under this Section, except damage or loss attributable solely to acts or omissions of Owner or the Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the

Contractor's other obligations stated elsewhere in the Contract.

6. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents, and the maintaining, enforcing and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner's Representative and Architect. The Contractor shall hold regularly scheduled safety meetings to instruct Contractor personnel on safety practices, accident avoidance and prevention, and the Project Safety Program. The Contractor shall furnish safety equipment and enforce the use of such equipment by its employees and its subcontractors of any tier.
7. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
8. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work which cause death, lost time injury, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately.
9. The Contractor shall promptly notify in writing to the Owner of any claims for injury or damage to personal property related to the work, either by or against the Contractor.
10. The Owner assumes no responsibility or liability for the physical condition or safety of the Work site or any improvements located on the Work site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time concerning any failure by the Contractor or any Subcontractor to comply with the requirements of this Paragraph.
11. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.
12. The Contractor shall maintain at his own cost and expense, adequate, safe and sufficient walkways, platforms, scaffolds, ladders, hoists and all necessary, proper, and adequate equipment, apparatus, and appliances useful in carrying on the Work and which are necessary to make the place of Work safe and free from avoidable danger for clients, staff, the public and construction personnel, and as may be required by safety provisions of applicable laws, ordinances, rules regulations and building and construction codes.

END OF SECTION 013513.19

SECTION 015000
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 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.

1.02 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

1.03 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.

1.04 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.

1.05 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

2.01 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 signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sized and thicknesses indicated.
   2. For fences and vision barriers, provide minimum 3/9” (9.5mm) thick exterior plywood.
   3. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8” (16mm) thick exterior plywood.

C. Paint: Comply with requirements of Division 9 Section “Painting”.
   1. For job-built 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.

D. Water: Provide potable water approved by local health authorities.

2.02 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 ¾” (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. 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

3.01 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.

3.02 TEMPORARY UTILITY INSTALLATION

A. 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.

B. 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.

C. 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.

D. Temporary Telephones: The Owner will provide telephones within the facility. All construction personnel will be allowed access only to those specific telephones designated by the Construction Representative.

E. Temporary Toilets: Use of the Owner's existing toilet facilities will be permitted, so long as facilities are cleaned and maintained in a condition acceptable to the Owner. All construction personnel will be allowed access only to those specific facilities designed by the Construction Representative. At substantial completion, restore these facilities to the condition prevalent at the time of initial use.

F. 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.

G. 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.

H. 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.

3.03 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: No areas for storage of building materials can be made available onsite. The Contractor shall provide for all storage offsite. All off-site storage locations shall be approved by the Construction Representative. The Contractor shall provide his own security as he finds necessary. The Construction Representative shall have access to the off-site storage at all times.

C. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.

D. Construction Parking: Contractors must be prepared to discuss their storage and parking needs at the Pre-Bid Meeting. Parking for construction personnel cannot be provided onsite. All parking will be offsite. The Contractor will have to park on the street, in city-owned lots, or in commercial lots. Under no circumstances will any vehicle be parked in a fire lane. Parking on lawns shall be prohibited.

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. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and materials drying or curing requirements to avoid dangerous conditions and effects.
   2. Install tarpaulins securely with incombustible wood framing and other materials. Close openings of 25SqFt (2.3SqM) or less with plywood or similar materials.
   3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
   4. 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 Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities.

G. 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.

H. 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.

I. 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.

J. Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished, permanent stairs with a protective covering of plywood or similar material so finishes will be undamaged at the time of acceptance.

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Designer.

B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”.
   1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one (1) extinguisher on each floor at or near each usable stairwell.
   2. Store combustible materials in containers in fire-safe locations.
   3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
   4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

C. Permanent Fire Protection: At the earliest feasible date in each area of the Project complete installation of the permanent fire-protection facility including connected services and place into operation and use. Instruct key personnel on use of facilities.

D. 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.

E. 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.

F. 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.

3.05 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.
   2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

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

1.01 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.

1.02 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

2.01 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

3.01 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.
   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.

3.02 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 soft surfaces removing debris. Damp clean, if required.
   10. Clean transparent material, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-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

SECTION 017419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

A. Owner requires that this project generate the least amount of trash and waste possible.

B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

D. Contractor Reporting Responsibilities: Submit periodic Waste Disposal Reports; report landfill disposal, incineration, recycling, salvage, and reuse regardless of to whom the cost or savings accrues; use the same units of measure on required reports.

E. Methods of trash/waste disposal that are not acceptable are:
   1. Burning on the project site.
   2. Burying on the project site.
   3. Dumping or burying on other property, public or private.
   4. Other illegal dumping or burying.

F. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

A. Section 013000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.

B. Section 015000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.

C. Section 016000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.

D. Section 017000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

I. Return: To give back reusable items or unused products to vendors for credit.

J. Reuse: To reuse a construction waste material in some manner on the project site.

K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

N. Toxic: Poisonous to humans either immediately or after a long period of exposure.

O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
   1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
   2. Submit Report on a form acceptable to Owner.
   3. Landfill Disposal: Include the following information:
      a. Identification of material.
      b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
      c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
      d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
   4. Incinerator Disposal: Include the following information:
      a. Identification of material.
      b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
      c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
      d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
   5. Recycled and Salvaged Materials: Include the following information for each:
      a. Identification of material, including those retrieved by installer for use on other projects.
      b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
      c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
      d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
      e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
   6. Material Reused on Project: Include the following information for each:
      a. Identification of material and how it was used in the project.
      b. Amount, in tons or cubic yards.
      c. Include weight tickets as evidence of quantity.
   7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 3 EXECUTION

2.01 WASTE MANAGEMENT PROCEDURES

A. See Section 013000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.

B. See Section 015000 for additional requirements related to trash/waste collection and removal facilities and services.

C. See Section 016000 for waste prevention requirements related to delivery, storage, and handling.

D. See Section 017000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

2.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.

B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.

C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

D. Meetings: Discuss trash/waste management goals and issues at project meetings.
   1. Prebid meeting.
   2. Preconstruction meeting.
   3. Regular job-site meetings.

E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
   1. Provide containers as required.
   2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
   3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION 017419

SECTION 090561
COMMON WORK RESULTS FOR FLOORING PREPARATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This section applies to floors identified in Contract Documents that are receiving the following types of floor coverings:
   1. Resilient tile and sheet.
   2. Carpet tile.

B. Removal of existing floor coverings.

C. Preparation of existing concrete floor slabs for installation of floor coverings.

D. Testing of concrete floor slabs for moisture and alkalinity (pH).

E. Remediation of concrete floor slabs due to unsatisfactory moisture or alkalinity (pH) conditions.
   1. Contractor shall perform all specified remediation of concrete floor slabs. If such remediation is indicated by testing agency's report and is due to a condition not under Contractor's control or could not have been predicted by examination prior to entering into the contract, a contract modification will be issued.

F. Patching compound.

1.02 REFERENCE STANDARDS

A. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 50 mm [2 in.] Cube Specimens); 2024.

B. ASTM C472 - Standard Test Methods for Physical Testing of Gypsum, Gypsum Plasters, and Gypsum Concrete; 2020.

C. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2023.

D. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes; 2019a.

E. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; 2018.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordinate scheduling of cleaning and testing, so that preliminary cleaning has been completed for at least 24 hours prior to testing.

1.04 SUBMITTALS

A. Visual Observation Report: For existing floor coverings to be removed.

B. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
   1. Moisture and alkalinity (pH) limits and test methods.
   2. Manufacturer's required bond/compatibility test procedure.

C. Testing Agency's Report:
   1. Description of areas tested; include floor plans and photographs if helpful.
   2. Summary of conditions encountered.
   3. Moisture and alkalinity (pH) test reports.
   4. Copies of specified test methods.
   5. Recommendations for remediation of unsatisfactory surfaces.
   6. Submit report to Architect.
   7. Submit report not more than two business days after conclusion of testing.

D. Adhesive Bond and Compatibility Test Report.

E. Copy of RFCI (RWP).

1.05 QUALITY ASSURANCE

A. Moisture and alkalinity (pH) testing shall be performed by an independent testing agency employed and paid by Contractor.

B. Contractor may perform adhesive and bond test with Contractor's own personnel or hire a testing agency.

C. Testing Agency Qualifications: Independent testing agency experienced in the types of testing specified.
   1. Submit evidence of experience consisting of at least 3 test reports of the type required, with project Owner's project contact information.

D. Contractor's Responsibility Relating to Independent Agency Testing:
   1. Provide access for and cooperate with testing agency.
   2. Confirm date of start of testing at least 10 days prior to actual start.
   3. Allow at least 4 business days on site for testing agency activities.
   4. Achieve and maintain specified ambient conditions.
   5. Notify Architect when specified ambient conditions have been achieved and when testing will start.

1.06 FIELD CONDITIONS

A. Maintain ambient temperature in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 65 degrees F or more than 85 degrees F.

B. Maintain relative humidity in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 40 percent and not more than 60 percent.

PART 2 PRODUCTS

2.01 MATERIALS

A. Patching Compound: Floor covering manufacturer's recommended product, suitable for conditions, and compatible with adhesive and floor covering. In the absence of any recommendation from flooring manufacturer, provide a product with the following characteristics:
   1. Cementitious moisture-, mildew-, and alkali-resistant compound, compatible with floor, floor covering, and floor covering adhesive, and capable of being feathered to nothing at edges.
   2. Compressive Strength: 3000 psi, minimum, after 28 days, when tested in accordance with ASTM C109/C109M or ASTM C472, whichever is appropriate.

B. Alternate Flooring Adhesive: Floor covering manufacturer's recommended product, suitable for the moisture and pH conditions present; low-VOC. In the absence of any recommendation from flooring manufacturer, provide a product recommended by adhesive manufacturer as suitable for substrate and floor covering and for conditions present.

PART 3 EXECUTION

3.01 CONCRETE SLAB PREPARATION

A. Perform following operations in the order indicated:
   1. Existing concrete slabs (on-grade and elevated) with existing floor coverings:
      a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.
      b. Removal of existing floor covering.
   2. Preliminary cleaning.
   3. Moisture vapor emission tests; 3 tests in the first 1000 square feet and one test in each additional 1000 square feet, unless otherwise indicated or required by flooring manufacturer.
   4. Internal relative humidity tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
   5. Alkalinity (pH) tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
   6. Specified remediation, if required.
   7. Patching, smoothing, and leveling, as required.

8. Other preparation specified.
9. Adhesive bond and compatibility test.
10. Protection.

3.02 REMOVAL OF EXISTING FLOOR COVERINGS

A. Comply with local, State, and federal regulations and recommendations of RFCI (RWP), as applicable to floor covering being removed.

B. Dispose of removed materials in accordance with local, State, and federal regulations and as specified.

3.03 MOISTURE VAPOR EMISSION TESTING

A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.

B. Where this specification conflicts with the referenced test method, comply with the requirements of this section.

C. Test in accordance with ASTM F1869 and as follows.

D. Plastic sheet test and mat bond test may not be substituted for the specified ASTM test method, as those methods do not quantify the moisture content sufficiently.

E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if test values exceed 3 pounds per 1000 square feet per 24 hours.

F. Report: Report the information required by the test method.

3.04 ALKALINITY TESTING

A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.

B. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if alkalinity (pH) test value is over 10.

3.05 PREPARATION

A. See individual floor covering section(s) for additional requirements.

B. Comply with requirements and recommendations of floor covering manufacturer.

C. Fill and smooth surface cracks, grooves, depressions, control joints and other non-moving joints, and other irregularities with patching compound.

D. Do not fill expansion joints, isolation joints, or other moving joints.

3.06 ADHESIVE BOND AND COMPATIBILITY TESTING

A. Comply with requirements and recommendations of floor covering manufacturer.

END OF SECTION 090561

SECTION 096500
RESILIENT FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Resilient sheet flooring.

B. Resilient tile flooring.

C. Resilient base.

D. Installation accessories.

1.02 REFERENCE STANDARDS

A. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2025a.

B. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2022.

C. ASTM F970 - Standard Test Method for Measuring Recovery Properties of Floor Coverings after Static Loading; 2022.

D. ASTM F1344 - Standard Specification for Rubber Floor Tile; 2021a.

E. ASTM F1700 - Standard Specification for Solid Vinyl Floor in Modular Format such as Tile(s) or Plank(s); 2025.

F. ASTM F1861 - Standard Specification for Resilient Wall Base; 2021 (Reapproved 2025).

G. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2023.

H. ASTM F1913 - Standard Specification for Vinyl Sheet Floor Covering Without Backing; 2019 (Reapproved 2025).

I. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes; 2019a.

J. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; 2023.

K. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; 2018.

1.03 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.

C. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.

D. Verification Samples: Submit two samples, 12 by 24 inch in size illustrating color and pattern for each resilient flooring product specified.

E. Accessory Samples: Submit two 4 inch long samples of edge strip.

F. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.

G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 016000 - Product Requirements, for additional provisions.
   2. Extra Flooring Material: Quantity equivalent to 5 percent of each type and color.
   3. Extra Wall Base: Quantity equivalent to 5 percent of each type and color.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing specified flooring with minimum three years documented experience.

B. Installer Qualifications: Company specializing in installing specified flooring with minimum three years documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Upon receipt, immediately remove any shrink-wrap and check materials for damage and the correct style, color, quantity and run numbers.

B. Store all materials off of the floor in an acclimatized, weather-tight space.

C. Maintain temperature in storage area between 55 degrees F and 90 degrees F.

D. Protect roll materials from damage by storing on end.

E. Do not double stack pallets.

1.06 FIELD CONDITIONS

A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

PART 2 PRODUCTS

2.01 SHEET FLOORING

A. Vinyl Sheet Flooring - SV: Homogeneous without backing, with color and pattern throughout full thickness.

1. Manufacturers:
   a. Nora an Interface Company; Noraplan Environcare 913 [7035 Snow Shoeing]: www.interface.com
      Contact: Alaina Bauer 314-705-1856 Alaina.Bauer@interface.com
   b. Tarkett; iQ Eminent [885 Light Beige WB]: www.tarkett.com
      Contact:Brian Ayres 314-324-0086 Brian.Ayres@tarkett.com
   c. ShawContract; Vitality Tones 4375V [Play 00163]: www.shawcontract.com
      Contact: Henry Kinkel 314-413-4267 Henry.Kinkel@shawcontract.com
   d. Product Substitutions require Architect's approval prior to submitting bid for project.
2. Minimum Requirements: Comply with ASTM F1913.
3. Thickness: (2 mm) 0.080 inch nominal to (3.2 mm) 0.125 inch nominal.
4. Sheet Width: 48 inch minimum.
5. Static Load Resistance: 250 psi minimum, when tested as specified in ASTM F970.
6. Seams: Heat welded.
7. Installation: Refer to Architectural drawings for recommended seam placement based on 6 foot 6 inch sheet width. Installer to avoid seams near toilets.
   a. Interface adhesive:
      (1) AC MR95 with 12-hour wait before heat weld, 12-hour for light foot traffic, 24-hour for heavy foot traffic, and 72- hour for wheeled traffic.
      (2) Nora dryfix 750 adhesive tape no wait before heat weld or foot traffic.
   b. Tarkett adhesive:
      (1) Tarkett 925 with 24-hour wait before heat weld, 24-hour for foot traffic and 72-hour for furniture placement.
      (2) RollSmart with no wait for foot traffic, furniture placement, or heat weld.
   c. Shaw adhesive:
      (1) LokWorx 4200 resilient adhesive 12-hour wait before heat weld.
      (2) LokWorx S150 resilient spray adhesive 1-hour wait before heat weld.
8. Use corresponding manufacturer’s recommended color welding rod or submit for Architect selection from manufacturer's full range.

B. Welding Rod: Solid bead in material compatible with flooring, produced by flooring manufacturer for heat welding seams, and in color matching field color.

2.02 TILE FLOORING

A. Luxury Vinyl Tile - Type VT: Printed film type, with transparent or translucent wear layer.
1. Manufacturers:
a. Interface; Fresco Valley Collection, Ridge 4.5mm [A02305 Mushroom]: www.interface.com
Contact: Jaclyn Davis 314-660-2372 Jaclyn.Davis@interface.com
b. Tarkett; Event Stone Collection, Peus Urban Stone [11201 Boardwalk]: www.tarkett.com
Contact:Brian Ayres 314-324-0086 Brian.Ayres@tarkett.com
c. Shaw Contract; #0188V Uncommon Ground 6 [02140 Provence]: www.shawcontract.com
Contact: Henry Kinkel 314-413-4267 Henry.Kinkel@shawcontract.com
d. Product Substitutions require Architect's approval prior to submitting bid for project.
2. Minimum Requirements: Comply with ASTM F1700, of Class corresponding to type specified.
3. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E648 or NFPA 253.
4. Tile size:
a. Interface Square: 50cm by 50cm [20 by 20 inch nominal]
b. Tarkett Plank: 12 by 24 inch.
c. Shaw Plank: 6 by 36 inch nominal
5. Minimum Wear Layer Thickness: [20 mm] 0.020 inch.
6. Total Thickness: [3 mm] 0.118 inches to [4.5 mm] 0.177 inches
7. Installation Method: Ashlar.
a. Interface adhesive:
(1) XL Brands 2000+ with 24-hour wait before foot traffic and 72-hour for furniture placement.
(2) Nora dryfix 750 adhesive tape with no wait before foot traffic and furniture placement.
b. Tarkett adhesive:
(1) 959HM with 24-hour wait before foot traffic and 72-hour for furniture placement.
(2) RollSmart with no wait for foot traffic and furniture placement.
c. Shaw adhesive:
(1) Totalworx 4252 with 24-hour wait before foot traffic and 72-hour for furniture placement.
(2) Totalworx LokDots with no wait for foot traffic and furniture placement.

B. Rubber Tile - Type Straight Edge: Homogeneous, color and pattern throughout thickness.
1. Manufacturers:
a. Nora, an Interface Company; Norament Pado 3.5mm [5501 Natural]: www.interface.com
Contact: Alaina Bauer 314-705-1856 Alaina.Bauer@interface.com
b. Johnsonite, a Tarkett company; 1/4 Inertia - Minerality INHMR WQ4 [WQ4 Jay #400481009]: www.tarkett.com
Contact: Brian Ayres 314-324-0086 Brian.Ayres@tarkett.com
c. Mohawk Group; Hero Rubber Vitality 4mm [739 Dove]: www.mohawkgroup.com
Contact: Megan Campos 557-222-8948 Megan_Campos@mohawkind.com
d. Product Substitutions require Architect's approval prior to submitting bid for project.
2. Minimum Requirements: Comply with ASTM F1344, of Class corresponding to type specified.
3. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E648 or NFPA 253.
4. Tarkett and Mohawk Hero Size: 24 by 24 inch nominal.
5. Nora Size: [1004 mm by 1004 mm] 40 by 40 inch nominal.
6. Minimum Wear Layer Thickness: [2.3mm .090 inch.
7. Total Thickness: [3.5 mm].138 inch to .25 inch [6.4 mm]
8. Edge: Straight
9. Installation: Directional
a. Nora adhesive:

(1) AC MR95 with 12-hour wait before light foot traffic, 24-hour for heavy foot traffic, and 72- hour for wheeled traffic. Masonite or plywood protect require under scissor lift.

(2) Nora dryfix 750 adhesive tape no wait before foot traffic.

b. Tarkett adhesive:

(1) 965 with 12-hour wait before foot traffic and 72-hour for furniture placement.

(2) RollSmart with no wait for foot traffic and furniture placement.

c. Mohawk adhesive: Hero ANCHC with 3-hour wait before light foot traffic, 4-hours for heavy foot traffic, and 8-hour for heavy rolling loads.

2.03 RESILIENT BASE

A. Resilient Base - RB-1: ASTM F1861, Type TP, rubber, thermoplastic; Style B, Cove.

1. Manufacturers:
   a. Nora, an Interface company; Art 820 [6294 Stone Grey]: www.interface.com
      Contact: Alaina Bauer 314-705-1856 Alaina.Bauer@interface.com
   b. Johnsonite, a Tarkett Company; TB1 Peppercorn www.tarkett.com
      Contact:Brian Ayres 314-324-0086 Brian.Ayres@tarkett.com
   c. Shaw Contract; Totalworx 185CA [35 Slate]: www.shawcontract.com
      Contact: Henry Kinkel 314-413-4267 Henry.Kinkel@shawcontract.com
   d. Mohawk Group; 099 Black Brown www.mohawkgroup.com
      Contact: Megan Campos 557-222-8948 Megan_Campos@mohawkind.com
   e. Product Substitutions require Architect's approval prior to submitting bid for project.
2. Height: 4 inches to 4.5 inches.
3. Thickness: 0.125 inch.
4. Finish: Satin.
5. Length: Roll.

2.04 ACCESSORIES

A. Subfloor Leveler: type recommended by adhesive material manufacturer.

1. ShawContract; PrepWorxVL201; cementitious self-leveling product.

2. ShawContract; PrepWorx QL202; quick drying cementitious self-leveling product.

B. Subfloor Patch: type recommended by adhesive material manufacturer.

ShawContract; PrepWorx MRS101; moisture resistant skim coat and patching compound.

C. Moldings, Transition and Edge Strips: Metal.

1. Manufacturers:
   a. Futura Transitions by Bonnell Aluminum: www.futuratransitions.com.
      Contaact: Michael Kruse 913-633-9437 Michael.Krause@bonnellaluminum.com
   b. Schluter-Systems; VinPro: www.schluter.com.
      Contact: 888-472-4588 csrprojects@schluter.com
   c. ShawContract; Finishworx Trim Master T-Mold [8mm both sides tap down independently]: www.shawcontract
      Contact: Henry Kinkel 314-413-4267 Henry.Kinkel@shawcontract.com
   d. Tarkett-Johnsonite; www.commercial.tarkett.com/johnsonite.
      Contact: Brian Ayres 314-324-0086 Brian.Ayres@tarkett.com

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.

3.02 PREPARATION

A. Remove existing resilient flooring and flooring adhesives; follow the recommendations of RFCI (RWP).

B. Prepare floor substrates as recommended by flooring and adhesive manufacturers.

C. Remove subfloor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with subfloor filler to achieve smooth, flat, hard surface.

D. Prohibit traffic until filler is fully cured.

E. Clean substrate.

3.03 INSTALLATION - GENERAL

A. Starting installation constitutes acceptance of subfloor conditions.

B. Install in accordance with manufacturer's written instructions.

C. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
   1. Metal Strips: Attach to substrate before installation of flooring using stainless steel screws.

D. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

E. At movable partitions, install flooring under partitions without interrupting floor pattern.

3.04 INSTALLATION - SHEET FLOORING

A. Lay flooring with joints and seams in accordance with seaming plan. Lay out seams to avoid widths less than 1/3 of roll width; match patterns at seams.

B. Cut sheet at seams in accordance with manufacturer's instructions.

C. Seal seams by heat welding where indicated.

3.05 INSTALLATION - TILE FLOORING

A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless otherwise indicated in manufacturer's installation instructions.

B. Lay flooring with joints and seams parallel to building lines to produce symmetrical pattern.

C. Install square tile to ashlar pattern. Allow minimum 1/2 full size tile width at room or area perimeter.

D. Install plank tile with a random offset of at least 6 inches from adjacent rows.

3.06 INSTALLATION - RESILIENT BASE

A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.

B. Miter internal corners. At external corners, use premolded units. At exposed ends, use premolded units.

C. Install base on solid backing. Bond tightly to wall and floor surfaces.

D. Scribe and fit to door frames and other interruptions.

3.07 CLEANING

A. Remove excess adhesive from floor, base, and wall surfaces without damage.

B. Clean in accordance with manufacturer's written instructions.

3.08 PROTECTION

A. Prohibit traffic on resilient flooring for 48 hours after installation.

END OF SECTION 096500

SECTION 098430
SOUND-ABSORBING WALL AND CEILING UNITS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Sound-absorbing panels.

1.02 RELATED REQUIREMENTS

A. Section 099123 - Interior Painting.

1.03 REFERENCE STANDARDS

A. ASTM C423 - Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method; 2023, with Editorial Revision (2024).

B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2026a.

C. ASTM E795 - Standard Practices for Mounting Test Specimens during Sound Absorption Tests; 2023.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Manufacturer's printed data sheets for products specified.

C. Shop Drawings: Fabrication and installation details, panel layout and fabric orientation.

D. Selection Samples: Manufacturer's color charts for fabric covering, indicating full range of fabrics, colors, and patterns available.

E. Test Reports: Certified test data from an independent test agency verifying that panels meet specified requirements for acoustical and fire performance.

F. Manufacturer's qualification statement.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section, with at least three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Protect acoustical units from moisture during shipment, storage, and handling. Deliver in factory-wrapped bundles; do not open bundles until units are needed for installation.

B. Store units flat, in dry, well-ventilated space; do not stand on end.

C. Protect edges from damage.

PART 2 PRODUCTS

2.01 FABRIC-COVERED SOUND-ABSORBING UNITS

A. Manufacturers:
   1. Kinetics Noise Control, Inc; High Impact Hardside Acoustical Panels : www.kineticsnoise.com/#sle.
   2. LAMVIN; Eco-Sonic® Tackable High-Impact Panel: www.lamvin.com/#sle.
   3. Sound Seal; S-2100 High Impact Panels: www.soundseal.com/#sle.
   4. Primacoustic; Hercules Impact-Resistant Panels: www.primacoustic.com.
   5. Substitutions: See Section 016000 - Product Requirements.

B. General:
   1. Prefinished, factory assembled fabric-covered panels.
   2. Surface Burning Characteristics: Flame spread index of 25 or less and smoke developed index of 450 or less, when tested in accordance with ASTM E84.

C. Fabric-Covered Acoustical Panels for Walls:

1. Panel Core: Manufacturer's standard rigid or semi-rigid fiberglass core.
    a. Facing: 1/16-inch high-impact, impact-resistant surface laminated to core.
2. Core Density: 16 to 20 lb/cu ft.
3. Sound Absorption: Noise Reduction Coefficient (NRC) or Sound Absorption Average (SAA) of .95 to 1.15 when tested in accordance with ASTM C423 for Type A mounting, per ASTM E795.
4. Panel Size: 48 inches by 96 inches.
5. Panel Thickness: As required to meet required acoustical performance.
6. Edges: Perimeter edges reinforced by a formulated resin hardener.
7. Fabric: Woven polyester.
8. Color: Contractor to submit colors from manufacturer's full range for Architect's selection.
9. Mounting Method: Direct applied with adhesive.

2.02 FABRICATION

A. Fabric Wrapped, General: Fabricate panels to sizes and configurations as indicated, with fabric facing installed without sagging, wrinkles, blisters, or visible seams.
    1. Where radiused or mitered corners are indicated, install fabric to avoid seams or gathering of material.

B. Tolerances: Fabricate to finished tolerance of plus or minus 1/16 inch for thickness, overall length and width, and squareness from corner to corner.

2.03 ACCESSORIES

A. Panel Adhesive: Acceptable to acoustical panel manufacturer for application as indicated.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine substrates for conditions detrimental to installation of acoustical units. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. Install acoustical units in locations as indicated, following manufacturer's installation instructions.

B. Install mounting accessories and supports in accordance with shop drawings.

C. Align panels accurately, with edges plumb and top edges level. Scribe to fit accurately at adjoining work and penetrations.

D. Install acoustical units to construction tolerances of plus or minus 1/16 inch for the following:
    1. Plumb and level.
    2. Flatness.

3.03 CLEANING

A. Clean sound-absorptive panels upon completion of installation from dust and other foreign materials, following manufacturer's instructions.

3.04 PROTECTION

A. Provide protection of installed acoustical panels until Date of Substantial Completion.

B. Replace panels that cannot be cleaned and repaired to satisfaction of the Architect.

END OF SECTION 098430

SECTION 099123
INTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface preparation.

B. Field application of paints.

C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.

D. Do Not Paint or Finish the Following Items:
   1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
   2. Items indicated to receive other finishes.
   3. Items indicated to remain unfinished.
   4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
   5. Floors, unless specifically indicated.
   6. Ceramic and other tiles.
   7. Glass.
   8. Concealed pipes, ducts, and conduits.

1.02 REFERENCE STANDARDS

A. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020 (Reapproved 2025).

B. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; Current Edition.

C. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.

D. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).

E. SSPC-SP 6/NACE No.3 - Commercial Blast Cleaning; 2006.

1.03 SUBMITTALS

A. Product Data: Provide complete list of products to be used, with the following information for each:
   1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
   2. MPI product number (e.g., MPI #47).
   3. Cross-reference to specified paint system products to be used in project; include description of each system.
   4. Manufacturer's installation instructions.

B. Samples: Submit two paper chip samples, 4 x 4 inch in size illustrating range of colors sheens available for each surface finishing product scheduled.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

1.05 MOCK-UP

A. See Section 014000 - Quality Requirements, for general requirements for mock-up.

B. Provide panel, 4 feet long by 4 feet wide, illustrating paint color, texture, and finish.

C. Provide door and frame assembly illustrating paint color, texture, and finish.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.07 FIELD CONDITIONS

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

C. Do not apply materials when relative humidity exceeds 85 percent, at temperatures less than 5 degrees F above the dew point, or to damp or wet surfaces.

D. Minimum Application Temperatures for Paints: 50 degrees F for interiors unless required otherwise by manufacturer's instructions.

E. Provide lighting level of 80 fc measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Provide paints and finishes from the same manufacturer to the greatest extent possible.
   1. If a single manufacturer cannot provide specified products; minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.

B. Paints:
   1. Behr Paint Company
   2. PPG Paints
   3. Sherwin-Williams Company

C. Primer Sealers: Same manufacturer as top coats.

2.02 PAINTS AND FINISHES - GENERAL

A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
   1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
   2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
   3. Supply each paint material in quantity required to complete entire project's work from a single production run.
   4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

B. Sheens: Provide the sheens specified;

   1. Eg-shell on interior walls

   2. Satin or Lo-Lustre on interior trim

C. Colors: To be selected from manufacturer's full range of available colors.
   1. Basis-of-Design flooring colors are provided. Final paint selections to be made by Architect after award of contract.

2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
3. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling under which they are mounted.

2.03 PAINT SYSTEMS - INTERIOR

A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete masonry units, plaster, and shop primed steel.
1. Two top coats and one coat primer.
2. Top Coat(s): High Performance Architectural Interior Latex; MPI #138, 139, 140, 141, or 142.
a. Products:
1) Behr Ultra Scuff Defense Interior Eggshell [No.2750]. (MPI #139)
2) Behr Ultra Scuff Defense Interior Satin Enamel [No.7750].
3) Pittsburgh Paints Speedhide Max Interior Latex, 6-9310 Series, Eggshell. (MPI #138)
4) Pittsburgh Paints Speedhide Max Interior Latex, 6-9410 Series, Satin. (MPI #139)
5) Pittsburgh Paints Speedhide Max Interior Latex, 6-9610 Series, Lo-Lustre. (MPI #140)
6) Sherwin-Williams Scuff Tuff Interior Waterbased Enamel, Eg-Shel, S24-50 Series.
7) Sherwin-Williams Scuff Tuff Interior Waterbased Enamel, Semi-Gloss, S26-50 Series.
8) Substitutions: See Section 016000 - Product Requirements

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

C. Test shop-applied primer for compatibility with subsequent cover materials.

D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
1. Gypsum Wallboard: 12 percent.
2. Plaster and Stucco: 12 percent.
3. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
4. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove or repair existing paints or finishes that exhibit surface defects.

D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

E. Seal surfaces that might cause bleed through or staining of topcoat.

F. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.

G. Plaster: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high-alkali surfaces.

H. Aluminum: Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.

I. Galvanized Surfaces:

J. Ferrous Metal:
1. Solvent clean according to SSPC-SP 1.

2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning in accordance with SSPC-SP 6/NACE No.3. Protect from corrosion until coated.

K. Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

3.03 APPLICATION

A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".

B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.

D. Sand wood and metal surfaces lightly between coats to achieve required finish.

E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

A. Protect finishes until completion of project.

B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION 099123

SECTION 102600
WALL AND DOOR PROTECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Corner guards.

1.02 REFERENCE STANDARDS

A. ASTM D543 - Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents; 2021.

B. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi; 2015, with Editorial Revision (2021).

1.03 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Indicate physical dimensions and anchorage details.

C. Shop Drawings: Include plans, elevation, and attachment details.

D. Samples: Submit samples illustrating component design, configurations, joinery, color and finish.
   1. Submit two sections of corner guards, 6 inches long.

E. Maintenance Data: Manufacturer's instructions for care and cleaning of each type of product. Include information about both recommended and potentially detrimental cleaning materials and methods.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Deliver wall and door protection items in original, undamaged protective packaging. Label items to designate installation locations.

B. Protect work from UV light damage.

C. Store products in either horizontal or vertical position, in compliance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Corner Guards:
   1. Johnsonite, a Tarkett company; VBG-XX-A: www.tarkett.com.
   2. Inpro Corporation; Palladium 3D Trim System: www.inprocorp.com/#sle.
   3. Wallprotex; wX3 Vinyl Corner Guards: www.wallprotex.com/#sle.

2.02 PERFORMANCE CRITERIA

A. Chemical and Stain Resistance: Unless otherwise noted, provide protection products and assemblies with chemical and stain resistance complying with applicable provisions of ASTM D543.

B. Fungal Resistance: Unless otherwise noted, provide protection products and assemblies which pass ASTM G21 testing.

2.03 PRODUCT TYPES

A. Corner Guards - Surface Mounted:
   1. Material: High impact vinyl.
   2. Thickness: .125 inch.
   3. Width of Wings: 1.5 inches.
   4. Corner: Square.
   5. Color: As selected from manufacturer's standard colors.
   6. Length: One piece, 96 inches.
   7. Mounting: Clear adhesive.
   8. Preformed end caps.

2.04 FABRICATION

A. Fabricate components with tight joints, corners and seams.

END OF SECTION 102600