

Install Transfer Switch,

Annex Building

Missouri State Highway Patrol

General Headquarters

Jefferson City, Missouri

Designed By: CASCO

12 Sunnen Dr., Suite 100 Maplewood, MO 63143

Date Issued: May 29, 2024

Project No.: R2320-01

STATE of MISSOURI

OFFICE of ADMINISTRATION
Facilities Management, Design & Construction

SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: R2320-01

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

State Project Number: R2320-01

Electrical



David A. Tretter License Number: 021293 Expiration date: 12/31/25

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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.

State Project Number: R2320-01

1.2 SUMMARY

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

PART 2 - EXECUTION

2.1 LIST OF DRAWINGS

A. The following list of drawings is a part of the Bid Documents: Adjust list below to suit Project.

<u>TITLE</u>	SHEET #	DATE
COVER SHEET	G-001	07.24.2024
ELECTRICAL PLAN & GENERAL NOTES	E-101	07.24.2024
ELECTRICAL ONE-LINE DIAGRAM	E-601	07.24.2024

END OF SECTION 000115

LIST OF DRAWINGS 000115 - 1

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. Install Transfer Switch, Annex Building

Missouri State Highway Patrol General Headquarters

Jefferson City, Missouri Project No.: R2320-01

3.0 BIDS WILL BE RECEIVED:

A. Until: 1:30 PM, September 19, 2024

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

4.0 DESCRIPTION:

A. Scope: The project includes the replacement of the existing automatic transfer switch (ATS) and the 1200A main circuit breaker in Switchboard MDP.

B. MBE/WBE/SDVE Goals: MBE 10%, WBE 10%, and SDVE 3%. NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.

C. **NOTE: Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.

5.0 PRE-BID MEETING:

- A. Place/Time: 10:00 AM, September 5, 2024, at Missouri State Highway Patrol General Headquarters, Annex Building Meeting Room, 1510 East Elm Street, Jefferson City, 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 \$30.00** 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. Designer: CASCO, Regina Raineri, 314-821-1100 ext. 145, email: Regina.Raineri@thecdcompanies.com
- B. Project Manager: Michael Schrader, 573-536-7105, email: michael.schrader@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.

Very Important MissouriBUYS Instructions to Help Submit a Bid Correctly

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

SECTION 002113 - INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

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

2.0 - BID DOCUMENTS

- A. The number of sets obtainable by any one (1) party may be limited in accordance with available supply.
- B. For the convenience of contractors, sub-contractors and suppliers, copies of construction documents are on file at the office of the Director, Division of Facilities Management, Design and Construction and on the Division's web site 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 also required to examine all maps, plans and data mentioned in the specifications. No plea of ignorance concerning observable existing conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.
- B. Under no circumstances will contractors give their plans and specifications to another contractor. Any bid received from a contractor whose name does not appear on the list of plan holders may be subject to rejection.

4.0 - INTERPRETATIONS

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

5.0 - BIDS AND BIDDING PROCEDURE

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

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

Rid Submittal _	- due before stated	date and time	of hid o	nening (s	ee IFR).
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004113	Bid Form (all pages are always required)
004322	Unit Prices Form
004336	Proposed Subcontractors Form
004337	MBE/WBE/SDVE Compliance Evaluation Form
004338	MBE/WBE/SDVE Eligibility Determination for Joint Ventures
004339	MBE/WBE/SDVE GFE Determination
004340	SDVE Business Form
004541	Affidavit of Work Authorization
004545	Anti-Discrimination Against Israel Act Certification form

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

6.0 - SIGNING OF BIDS

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

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

7.0 - RECEIVING BID SUBMITTALS

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

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

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

9.0 - AWARD OF CONTRACT

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

- C. The Owner shall award a contract to the lowest, responsive, 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 bid shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage, submittal of executed Section 004541, Affidavit of Work Authorization form, documentation evidencing enrollment and participation in a federal work authorization program has been received and an affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.
- F. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.
- G. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Bid Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.
- H. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.
- I. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful bidder certifies that he has complied with all applicable provisions of Section 285.230-234.
- J. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Section-004541, Affidavit of Work Authorization is located on the MissouriBUYS solicitation for this project. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding a E-Verify is located at https://www.uscis.gov/e-verify/. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.

10.0 - CONTRACT SECURITY

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

11.0 - LIST OF SUBCONTRACTORS

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

12.0 - WORKING DAYS

- A. Contract duration time is stated in working days and will use the following definition in determining the actual calendar date for contract completion:
 - 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.

13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

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

14.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

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

15.0 - MBE/WBE/SDVE INSTRUCTIONS

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

B. MBE/WBE/SDVE General Requirements:

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

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

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

D. Certification of MBE/WBE/SDVE Subcontractors:

- 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 must be certified by the State of Missouri, Office of Administration, Division of Purchasing and Material Management or by the Department of Veterans Affairs.
- 2. The Bidder may determine the certification status of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO)'s online MBE/WBE directory (https://apps1.mo.gov/MWBCertifiedFirms/). The Bidder may determine the eligibility of a SDVE subcontractor or supplier by referring to the Division of Purchasing and Materials Management's online SDVE directory (https://oeo.mo.gov/sdve-certification-program/) or the Department of Veterans Affairs' directory (https://veterans.certify.sba.gov/#search).
- 3. Additional information, clarifications, etc., regarding the listings in the directories may be obtained by calling the Division at (573)751-3339 and asking to speak to the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).

E. Waiver of MBE/WBE/SDVE Participation:

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

F. Contractor MBE/WBE/SDVE Obligations

1. If awarded a contract, the Bidder will be contractually required to subcontract with or obtain materials from the MBE, WBE, and SDVE firms listed in its bid, in amounts equal to or greater than the dollar amount bid, unless the amount is modified in writing by the Owner.

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

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

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

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

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

https://oeo.mo.gov/sdve-certification-program/

https://veterans.certify.sba.gov/#search



State of Missouri Construction Contract

THIS AGREEMENT is made (DATE) by and between:

Contractor Name and Address

hereinafter called the "Contractor,"

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

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: Install Transfer Switch, Annex Building

Missouri State Highway Patrol General Headquarters

Jefferson City, Missouri

Project Number: R2320-01

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 **340 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 \$500** per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

ARTICLE 4. CONTRACT SUM

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

Base Bid:

TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)

ARTICLE 5. PREVAILING WAGE RATE

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

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

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

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

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

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

Total

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

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

ARTICLE 7. CONTRACT DOCUMENTS

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

- 1. Division 0 Procurement and Contracting Information, including, but not limited to:
 - a. Invitation for Bid (Section 001116)
 - b. Instructions to Bidders (Section 002113)
 - Supplementary Instructions to Bidders (if applicable) (Section 002213)
 - The following documents as completed and executed by the Contractor and accepted by the Owner, if applicable:
 - i. Bid Form (Section 004113)
 - ii. Unit Prices (Section 004322)

- iii. Proposed Contractors Form (Section 004336)
- iv. MBE, WBE, SDVE Compliance Evaluation Form(s) (Section 004337)
- v. MBE, WBE, SDVE Eligibility Determination Form for Joint Ventures (Section 004338)
- vi. MBE, WBE, SDVE Good Faith Effort (GFE) Determination Form (Section 004339)
- vii. Missouri Service Disabled Veteran Business Form (Section 004340)
- viii. Affidavit of Work Authorization (Section 004541)
- ix. Affidavit for Affirmative Action (Section 005414)
- e. Performance and Payment Bond, completed and executed by the Contractor and surety (Section 006113)
- f. General Conditions (Section 007213)
- g. Supplementary Conditions (Section 007300)
- h. Supplementary General Conditions for Federally Funded/Assisted Construction Projects (Section 007333)
- i. Wage Rate(s) (Section 007346)
- 2. Division 1 General Requirements
- 3. All Drawings identified in the Project Manual
- 4. All Technical Specifications included in the Project Manual
- 5. Addenda, if applicable

ARTICLE 8 – CERTIFICATION

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

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

Brian Yansen, Director
Division of Facilities Management,
Design and Construction

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

Corporate Secretary

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

PROJECT	NUMBER	

"ANTOCON"					
NAME			First being du	uly sworn on oath states: that	
he/she is the ☐ sole prop	rietor □ partner □ o	officer or	☐ manager or man	naging member of	
NAME			a □ sole pro	oprietorship □ partnership	
			□ limited	liability company (LLC)	
				mability company (LLC)	
or □ corporation, and as	such, said proprietor, pa	rtner, or off	icer is duly authorize	ed to make this	
affidavit on behalf of said so	le proprietorship, partne	rship, or co	rporation; that unde	r the contract known as	
PROJECT TITLE					
	Less than 50 persons in the aggregate will be employed and therefore, the applicable Affirmative Action requirements as set forth in Article 1.4 of the General Conditions of the State of Missouri have been met.				
PRINT NAME & SIGNATURE				DATE	
				,	
NOTARY INFORMATION					
NOTARY PUBLIC EMBOSSER SEAL	STATE OF	LOU	INTY (OR CITY OF ST. IS)	USE RUBBER STAMP IN CLEAR AREA BELOW	
	SUBSCRIBED AND SWORN BE	FORE ME, THI	S		
	DAY OF		YEAR		
	NOTARY PUBLIC SIGNATURE	M	Y COMMISSION EXPIRES		
	NOTARY PUBLIC NAME (TYPED OR	PRINTED)			

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

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 Princi	pal and Surety bind themselves, th	eir heirs, executors, administrators and s	uccessors, jointly
and severally, firmly by these p	resents.		
WHEREAS, the Principal has,	by means of a written agreement d	ated 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.

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:

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

Section 006113 - PERFORMANCE AND PAYMENT BOND 07/16

NOTE: Surety shall attach Power of Attorney



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

PROJECT I	NUMBER
-----------	--------

PRODUCT SUBSTITUT	ION REQUEST				
PROJECT TITLE AND LOCATION		1			
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	·	·			
FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)	<u> </u>				
TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)					
Bidder/Contractor hereby requests acceptory provisions of Division One of the Bidding	otance of the following product or system Documents:	ns as a substitu	ition in accordance with		
SPECIFIED PRODUCT OR SYSTEM					
SPECIFICATION SECTION NO.					
SUPPORTING DATA					
Product data for proposed substitution	is attached (include description of product, s	tandards, perforn	nance, and test data)		
	le will be sent, if requested				
QUALITY COMPARISON					
	SPECIFIED PRODUCT	SUBSTIT	TUTION REQUEST		
NAME, BRAND					
CATALOG NO.					
MANUFACTURER					
VENDOR					
PREVIOUS INSTALLATIONS					
PROJECT	ARCHITECT/ENGINEER				
LOCATION			DATE INSTALLED		
SIGNIFICANT VARIATIONS FROM SPECIFIED P	RODUCT				

REASON FOR SUBSTITUTION	
DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?	
☐ YES ☐ NO	
IF YES, EXPLAIN	
SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR A/E WOR	<u> </u>
YES NO	· ·
BIDDER'S/CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED	SUDSTITUTION TO CONTRACT
REQUIREMENT:	SUBSTITUTION TO CONTRACT
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 become apparent; and that we will pay costs to modify other parts of the Work as many	
the Work complete and functioning as a result of the substitution.	
BIDDER/CONTRACTOR	DATE
	5.1.2
REVIEW AND ACTION	
Resubmit Substitution Request with the following additional information:	
☐ Substitution is accepted.	
Substitution is accepted with the following comments:	
Substitution is not accepted.	
ARCHITECT/ENGINEER	DATE

KNOW ALL MEN BY THESE PRESENT THAT:

an agreement with

hereinafter called "Subcontractor" who heretofore entered into

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:
 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. 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. 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: Ell E/Closeout Documents



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

		PROGRESS	DEDADT
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PAY APP NO.	PROJECT NUMBER
CHECK IF FINAL	DATE

PROJECT TITLE					
PROJECT LOCATION					
FIRM					
	M (Same as Line Item 1. on	Form A of Application for	TOTAL CONTRACT SU	M TO DATE (Same a	s Line Item 3. on Form A of
Payment) \$			Application for Payment)	
•		\$			
THE TOTAL MBE/N ORIGINAL CONTR		CIPATION DOLLAR AMO	DUNT OF THIS PF	ROJECT AS INI	DICATED IN THE
CELECT	ORIGINAL	PARTICIPATION	CONSULT	ANT/SUBCONS	SULTANT OR
SELECT MBE, WBE,	CONTRACT	AMOUNT			CTOR/SUPPLIER
SDVE	PARTICIPATION	PAID-TO-DATE (includes approved	(COMPANY NAI	ИE
0012	AMOUNT	contract changes)			
_					
☐ MBE	\$	\$			
☐ WBE	Ψ	Ψ			
SDVE					
☐ MBE		•			
☐ WBE	\$	\$			
SDVE					
☐ MBE					
☐ WBE	\$	\$			
☐ SDVE					
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☐ WBE					
SDVE					
☐ MBE	\$	\$			
☐ WBE		•			
SDVE					
☐ MBE	\$	\$			
☐ WBE		*			
☐ SDVE					

Revised 06/2023



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

PROJECT NUMBER	
1	

State of	personally came a	and appeared		
		(NAME)		
	of the			
(POSITION)		(NAME OF THE COMPA	,	-
(a corporation) (a partner	ship) (a proprietorship) and a	after being duly sworn o	did depose and say that all	provisions
and requirements set out	in Chapter 290, Sections 29	0.210 through and incl	uding 290.340, Missouri Ro	evised
Statutes, pertaining to the	e payment of wages to workr	nen employed on publi	c works project have been	fully satisfie
and there has been no ex	ception to the full and comp	leted compliance with s	said provisions and require	ments
and with Wage Determination No:		issued by the	issued by the	
and with wage Determination No.			•	
Department of Labor and	Industrial Relations, State o	f Missouri on the	day of	20
in carrying out the contra	ct and working in connection	with		
		(NAME OF PROJECT)		
Located at		in		County
(NAME OF THE IN	ISTITUTION)			
Missouri, and completed	on the	day of	_ 20	
NATURE				
SNATURE				
NATURE				
OTARY INFORMATION	LANGE			
OTARY INFORMATION TARY PUBLIC EMBOSSER OR	STATE		COUNTY (OR CITY OF ST. LC	DUIS)
OTARY INFORMATION TARY PUBLIC EMBOSSER OR	STATE		COUNTY (OR CITY OF ST. LC	DUIS)
OTARY INFORMATION TARY PUBLIC EMBOSSER OR	STATE SUBSCRIBED AND SWORN BEFO	RE ME, THIS	COUNTY (OR CITY OF ST. LC	
OTARY INFORMATION TARY PUBLIC EMBOSSER OR	SUBSCRIBED AND SWORN BEFO	YEAR		
DTARY INFORMATION TARY PUBLIC EMBOSSER OR	SUBSCRIBED AND SWORN BEFO	,		
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FILE: Closeout Documents

GENERAL CONDITIONS

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 - 3.5. Operation and Maintenance Manuals
 - 3.6. Other Contractor Responsibilities
 - 3.7. Subcontracts
- 4. Changes in the Work
 - 4.1. Changes in the Work
 - 4.2. Changes in Completion Time
- 5. Construction and Completion
 - 5.1. Construction Commencement
 - 5.2. Project Construction
 - 5.3. Project Completion
 - 5.4. Payments

- 6. Bond and Insurance
 - 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

SECTION 007213 - GENERAL CONDITIONS

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

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.1 - DEFINITIONS

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

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

- 8. "INCIDENTAL JOB BURDENS": Shall mean those expenses relating to the cost of work, incurred either in the home office or on the job-site, which are necessary in the course of doing business but are incidental to the job. Such costs include office supplies and equipment, postage, courier services, telephone expenses including long distance, water and ice and other similar expenses.
- 9. "JOINT VENTURE": An association of two (2) or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.
- 10. "OWNER": Whenever the term "Owner" is used, it shall mean the State of Missouri, 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 shall consist of Introductory Manual" Information, Invitation for Bid, Instructions to Bidders, Bid Documents. Additional General Information, Standard Forms, Conditions, Supplemental General Conditions, General Requirements and Technical Specifications.
- 13. "SUBCONTRACTOR": Party or parties who contract under, or for the performance of part or this entire Contract between the Owner and Contractor. The subcontract may or may not be direct with the Contractor.
- 14. "WORK": All supervision, labor, materials, tool, 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, and 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 All permits or licenses required by municipality or political subdivision for operation on property not belonging to Owner shall be obtained by and paid for by Contractor. Each Contractor shall comply with all applicable laws, ordinances, rules and regulations that pertain to the work of this contract.
- B. Contractors, subcontractors and their employees engaged in the businesses of electrical, mechanical, plumbing, carpentry, sprinkler system work, and other construction related trades shall be licensed to perform such work by the municipal or political subdivision where the project is located, if such licensure is required by local code. Local codes shall dictate the level (master, journeyman, and apprentice) and the number, type and ratio of licensed tradesmen required for this project within the jurisdiction of such municipal or political subdivision.
- C. Equipment and controls manufacturers and their authorized service and installation technicians that do not maintain an office within the jurisdiction of the municipal or political subdivision but are a listed or specified contractor or subcontractor on this project are exempt from Paragraph 1.3 B above.
- D. The Contractor shall post a copy of the wage determination issued for the project and included as a part of the contract documents, in a prominent and easily accessible location at the site of construction for the duration of the project.
- E. Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall

forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor and his subcontractors will not discriminate against individuals based on race, color, religion, national origin, sex, disability, or age, but may use restrictions which relate to bona fide occupational qualifications. Specifically, the Contractor and his subcontractors shall not discriminate:
 - 1. Against recipients of service on the basis of race, color, religion, national origin, sex, disability or age.
 - 2. Against any employee or applicant, for employment on the basis of race, color, religion, national origin, sex or otherwise qualified disability status.
 - 3. Against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages 40 and 70 and where such Contractor employs at least 20 persons.
 - 4. Against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran.

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

B. The Contractor and his subcontractors shall develop, implement, maintain and submit in writing to the Owner an affirmative action program if at least fifty (50) persons in the aggregate are employed under this contract. If less than fifty (50) persons in the aggregate are to be employed under this contract, the Contractor shall submit, in lieu of the written affirmative action program, a properly executed Affidavit for Affirmative Action

in the form included in the contract specifications. For the purpose of this section, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting and training) in providing equal employment opportunity regardless of race, color, sex, national origin, religion, age (where the person affected is between age 40 and 70), disabled and Vietnam-era veteran status, and disability. Such "affirmative action program" shall include:

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

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

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

ARTICLE 1.5 - ANTI-KICKBACK

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

insurance contract, or any other contract pertaining to the project.

ARTICLE 1.6 - PATENTS AND ROYALTIES

- A. The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liabilities of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of this contract, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.
- B. If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, without exception, that the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

- A. By virtue of statutory authority a preference will be given to Missouri labor and to products of mines, forests and quarries of the state of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes and Cumulative Supplements.
- B. Furthermore, pursuant to Section 34.076 Missouri Revised Statutes and Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a non-domiciliary bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be

- required for a Missouri bidder to successfully bid in the non-domiciliary state.
- 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 onsite of approved shop drawings available for use by the Construction Representative.

ARTICLE 3.3 – AS-BUILT DRAWINGS

A. The Contractor shall update a complete set of the construction drawings, shop drawings and schedules of all work monthly by marking changes, and at the completion of their work (prior to submission of request for final payment) note all changes and turn the set over to the Construction The updates shall show all Representative. addenda, all field changes that were made to adapt to field conditions, changes resulting from contract changes or supplemental instructions, and all locations of structures, buried installations of piping, conduit, and utility services. All buried and concealed items both inside and outside shall be accurately located as to depth and referenced to permanent features such as interior or exterior wall faces and dimensions shall be given in a neat and legible manner in a contrasting colored pencil or ink. If approved by the Designer, an electronic file format may be provided.

ARTICLE 3.4 – GUARANTY AND WARRANTIES

A. General Guaranty

- Neither the final certificate of payment nor any provision in the contract documents nor partial use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with contract requirements.
- 2. The Contractor or surety shall remedy any defects in the work and pay for any damage to property resulting there from which shall appear within a period of one (1) year from the date of substantial completion unless a longer period is otherwise specified or a differing guaranty period has been established in the substantial completion certificate. The Owner will give notice of observed defects with reasonable promptness.
- 3. In case of default on the part of the Contractor in fulfilling this part of this contract, the Owner may correct the work or repair the

- damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor or surety.
- 4. The work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, insufficient maintenance, improper or improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment

B. Extended Warranty

Manufacturer's certificates of warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year. Where a longer period is offered at no additional cost or called for in the specific equipment specifications, the longer period shall govern.

ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS

- A. Immediately after equipment submittals are approved and no later than ten (10) working days prior to the substantial completion inspection, the Contractor shall provide to the Designer three (3) copies of operating instructions and service manuals, containing the following:
 - 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.
 - The manuals shall identify project name, project number, and include the name and address of the Contractor, subcontractors and manufacturers who were involved with the activity described in that particular manual.
 - 3. Internally subdivide the binder contents with permanent page dividers, logically organized with tab titles clearly printed under reinforced laminated plastic tabs.
 - 4. Contents: Prepare a Table of Contents for each volume, with each product or system description identified.

ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall keep on site, during progress of the work, a competent superintendent satisfactory to the Construction Representative. The superintendent shall represent the Contractor and all agreements made by the superintendent shall be binding. The superintendent shall carefully study and compare all drawings, specifications and other instructions and shall promptly notify the Construction Representative and Designer, in writing, any error, inconsistency or omission which may be discovered. The superintendent shall coordinate all work on the project. Any change of the superintendent shall be approved by the Construction Representative.
- B. Contractor shall, at all times, enforce strict discipline and good order among his employees,

- and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.
- C. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and insure completion thereof within the time specified.
- D. The Contractor and each of his subcontractors shall submit to the Construction Representative, through the Designer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- E. The Contractor, subcontractors, and material suppliers shall upon written request, give the Owner access to all time cards, material invoices, payrolls, estimates, profit and loss statements, and all other direct or indirect costs related to this work.
- F. The Contractor shall be responsible for laying out all contract work such as layout of architectural, structural, mechanical and electrical work, which shall be coordinated with layouts of subcontractors for general construction work. The Contractor is also responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by him/her, whether furnished by Contractor or others. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.
- G. The Contractor must notify the Construction Representative at least one working day before placing concrete or burying underground utilities, pipelines, etc.
- H. Contractors shall prearrange time with the Construction Representative for the interruption of any facility operation. Unless otherwise specified in these documents, all connections, alterations or relocations as well as all other portions of the work will be performed during normal working hours.
- 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.
- 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 accordance with the drawings 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 subsubcontractor; (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 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 without compensation may be made when:
 - 1. Weather-related delays occur, subject to provisions for the inclusion of a specified number of "bad weather" days when provided for in Section 012100-Allowances, OR
 - 2. Labor strikes or acts of God occur, OR
 - 3. The work of the Contractor is delayed on account of conditions which were beyond the control of the Contractor, subcontractors or suppliers, and were not the result of their fault or negligence.
- C. No time extension or compensation will be provided for delays caused by or within the control of the Contractor, subcontractors or suppliers and for concurrent delays caused by the Owner.
- D. The Contractor shall notify the Owner promptly of any occurrence or conditions which in the Contractor's opinion results in a need for an extension of time. The notice shall be in writing and shall include all necessary supporting materials with details of any resultant costs and be submitted in time to permit full investigation and evaluation of the Contractor's claim. The Owner shall promptly acknowledge the Contractor's notice and, after recommendation from the Owner's Representative and/or Designer, shall provide a decision to the Contractor. Failure on the part of the Contractor to provide such notice and to detail the costs shall constitute a waiver by

the Contractor of any claim. Requests for extensions of time shall be for working days only.

ARTICLE 5 - CONSTRUCTION AND COMPLETION

ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT

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

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

- B. Within the time frame noted in Section 013200 Schedules, following receipt of the "Notice to Proceed", the Contractor shall submit to the Owner a progress schedule and schedule of values, showing activities through the end of the contract period. Should the Contractor not receive written notification from the Owner of the disapproval of the schedule of values within fifteen (15) working days, the Contractor may consider it approved for purpose of determining when the first monthly Application and Certification for Payment may be submitted.
- C. The Contractor may commence work upon receipt of the Division of Facilities Management, Design and Construction's "Notice to Proceed" letter. Contractor shall prosecute the work with faithfulness and energy, and shall complete the entire work on or before the completion time stated in the contract documents or pay to the Owner the damages resulting from the failure to timely complete the work as set out within Article 5.4.

ARTICLE 5.2 -- PROJECT CONSTRUCTION

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

ARTICLE 5.3 -- PROJECT COMPLETION

- A. Substantial Completion. A Project is substantially complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner's ability to use the Project for its intended purpose.
 - Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
 - That work is essentially complete with the exception of certain listed work items.
 The list shall be referred to as the "Contractor's Punch."
 - 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.
- Final Completion. The Project is finally complete when the Certificate of Substantial Completion has been issued and all work items identified therein as incomplete have been completed, and when all administrative items required by the contract have been completed. Final Completion entitles the Contractor to payment of the outstanding balance of the contract amount including all change orders and retainage. Within five (5) working days of the date of the Certificate of Substantial Completion, the Contractor shall identify the cost to complete any outstanding items of work. The Designer shall review the Contractor's estimate and either approve it or provide an independent estimate for all such items. If the Contractor fails to complete the remaining items within the time specified in the Certificate, the Owner may terminate the contract and go to the surety for project completion in accordance with Article 7.2 or release the contract balance to the Contractor less 150% of the

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

ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

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

- "Application and Certification for Payment" has been received and certified by the Designer. The following items are to be attached to the contractor's pay request:
- 1. Updated construction schedule
- Certified payrolls consisting of name, occupation and craft, number of hours worked and actual wages paid for each individual employee, of the Contractor and all subcontractors working on the project
- B. The Owner shall retain 5 percent of the amount of each such payment application, except as allowed by Article 5.4, until final completion and acceptance of all work covered by this contract.
- C. Each payment made to Contractor shall be on account of the total amount payable to Contractor and all material and work covered by paid partial payment shall thereupon become the sole property of Owner. This provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of this contract.
- D. Materials delivered to the work site and not incorporated in the work will be allowed in the Application and Certification for Payment on the basis of one hundred (100%) percent of value, subject to the 5% retainage providing that they are suitably stored on the site or in an approved warehouse in accordance with the following requirements:
 - 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:

- The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.
- 2. Materials stored in one location off site are valued in excess of \$25,000.
- That a Certificate of Insurance is provided indicating adequate protection from loss, theft conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.
- 4. The materials are stored in a facility approved and inspected, by the Construction Representative.
- 5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.
- F. The Owner shall determine the amount, quality and acceptability of the work and materials which are to be paid for under this contract. In the event any questions shall arise between the parties, relative to this contract or specifications, determination or decision of the Owner or the Construction Representative and the Designer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.
- G. Payments Withheld: The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:
 - 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
- 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 follows: coverage will be as Premises/Operations; Independent Contractors; Products/Completed Operations; personal Injury; Broad Form Property Damage including Completed Operations; Broad Form Contractual Liability Coverage to include Contractor's obligations under Article 1.11 Indemnification and any other Special Hazards required by the work of the contract.

2. Automobile Liability

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

3. Workers' Compensation and Employer's Liability

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

4. Builder's Risk or Installation Floater Insurance

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

to Contractor and Owner as their respective interests may appear.

Contractor shall maintain sufficient insurance to cover the full value of the work and materials as the work progresses, and shall furnish Owner copies of all endorsements. If 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

property damag

\$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 0, BIDDING AND CONTRACTING REQUIREMENTS.

2.0 CONTACTS:

Designer: Regina Raineri

CASCO

12 Sunnen Dr. Suite 100 St. Louis, MO 63143

Telephone: 314-821-1100 ext. 145

Email: Regina.Raineri@thecdcompanies.com

Construction Representative: Troy Wolken

Division of Facilities Management, Design and Construction

709 Missouri Blvd (Upper Level) Jefferson City, MO 65109 Telephone: 573-257-0615 Email: troy.wolken@oa.mo.gov

Project Manager: Michael Schrader

Division of Facilities Management, Design and Construction

301 West High Street, Room 730 Jefferson City, Missouri 65101 Telephone: 573-536-7105

Email: michael.schrader@oa.mo.gov

Contract Specialist: Paul Girouard

Division of Facilities Management, Design and Construction

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

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

4.0 FURNISHING CONSTRUCTION DOCUMENTS:

- A. The Owner will furnish the Contractor with approximately 1 complete sets of drawings and specifications at no charge.
- B. The Owner will furnish the Contractor with approximately 1 sets of explanatory or change drawings at no charge.
- C. The Contractor may make copies of the documents as needed with no additional cost to the Owner.

5.0 SAFETY REQUIREMENTS

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

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 026
COLE COUNTY

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

Original Signed by

Todd Smith, Director Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

	1 ***
000110111111111111111111111111111111111	**Prevailing
OCCUPATIONAL TITLE	Hourly
	Rate
Asbestos Worker	\$62.47
Boilermaker	\$30.53*
Bricklayer-Stone Mason	\$54.17
Carpenter	\$50.84
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$43.74
Plasterer	, , , , ,
Communication Technician	\$57.89
Electrician (Inside Wireman)	\$58.31
Electrician Outside Lineman	\$30.53*
Lineman Operator	Ψου.ου
Lineman - Tree Trimmer	+
Groundman	
Groundman - Tree Trimmer	400 704
Elevator Constructor	\$30.53*
Glazier	\$56.48
Ironworker	\$68.93
Laborer	\$43.22
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$30.53*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$67.64
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
-	\$42.11
Painter	\$42.11 \$70.54
Plumber	\$70.54
Pipe Fitter	ΦE 4. ZE
Roofer	\$54.75
Sheet Metal Worker	\$57.54
Sprinkler Fitter	\$52.79
Truck Driver	\$30.53*
Truck Control Service Driver	
Group I	
Group II	
Group III	
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.

	T
	**Prevailing
OCCUPATIONAL TITLE	Hourly
	Rate
Carpenter	\$55.19
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$80.11
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$48.42
General Laborer	
Skilled Laborer	
Operating Engineer	\$63.82
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$48.68
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

The Project consists of the replacement of the existing automatic transfer switch (ATS) and the 1200A main circuit breaker in Switchboard MDP. The Switchboard MDP is located in the exterior electrical courtyard at the lower level of the Annex Building of the Missouri State Highway Patrol General Headquarters.

State Project Number: R2320-01

The ATS will be disconnected and removed and replaced with a new external 4 pole, bypass manual open transition ATS of the same amperage size and voltage, on an extended equipment pad per the documents next to the existing MDP-2 panelboard. The existing UPS will be connected to a temporary mobile generator, located outside in the parking lot, to allow continued operation of the facility during work. Temporary feeders for EDP will enter the building through the main entrance and will be safely routed along the floor to connection with Panel EDP. The existing ATS will be disconnected and removed, and the existing ATS section of MDP will be utilized as a splicing section. The existing ATS feeders will be spliced in the existing ATS section and extended to the new ATS via a wireway. After the new ATS is connected and the MCB has been replaced, Panel EDP can be reconnected to its existing feeder. The system will be tested to verify the switch-over is functioning properly. The temporary gen-set can be removed at the completion of the change-over. Also the existing Johnson mechanical control panel will be required to be recircuited from normal power to emergency power before the start of work. Refer to documents for further information.

- 1. Project Location: Missouri State Highway Patrol General Headquarters Campus, Annex Building, 1510 Elm Street, Jefferson City, MO 65101
- 2. Owner: State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction, Harry S Truman State Office Building, Post Office Box 809, 301 West High Street, Jefferson City, Missouri 65102.
- B. Contract Documents, dated 07/24/2024 were prepared for the Project by CASCO Diversified Corporation.
- C. The Work consists of the replacement of a transfer switch that transfers power to the generator that supports the Annex Building.
 - 1. The Work includes a new transfer switch and a temporary gen-set that will be removed upon completion of the change-over to the new ATS.
- D. The Work will be constructed under a single prime contract.

SUMMARY OF WORK 011000 - 1

1.3 WORK SEQUENCE

A. The Work will be conducted in two phases.

Construction phasing is critical as to minimally interrupt operations of the MSHP facility. All work that requires power outages shall be coordinated with Staff. This work must be completed during non-peak hours – weekends/over-nights. General sequencing of work shall be as follows:

State Project Number: R2320-01

Phase I: Replace 1200A main circuit breaker in Switchboard MDP which has been nuisance tripping. The contractor will need to coordinate the circuit breaker lead time with the MSHP (owner). Timing of the work shall be coordinated with MSHP (Owner) staff as to cause minimal interruption of the Highway Patrol's critical work. Once the circuit breaker lead time has been determined, the Contractor is to coordinate outage with Designer, FMDC Project Manager, and Owner.

Phase II: Replacement of the automatic transfer switch. The Contractor shall coordinate timing of temporary gen-set installation, ATS equipment pad extension, exterior junction box modification and external transfer switch installation with FMDC and Owner as to cause minimal interruption to staff.

1.4 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..

1.5 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

SUMMARY OF WORK 011000 - 2

minimize conflicts and facilitate owner usage. Perform the Work so as not to interfere with the Owner's operations.

State Project Number: R2320-01

- 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

SUMMARY OF WORK 011000 - 3

SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

State Project Number: R2320-01

1.2 **SUMMARY**

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

1.3 WEATHER ALLOWANCE

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

ALLOWANCES 012100 - 1

D. There will be no modification to the time of contract performance due solely to the failure to deplete the "bad weather" day allowance.

State Project Number: R2320-01

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

PART 2 - EXECUTION

2.1 SCHEDULE OF ALLOWANCES

A. Weather Allowance: Included within the completion period for this Project 5 "bad weather" days.

END OF SECTION 012100

ALLOWANCES 012100 - 2

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

State Project Number: R2320-01

1.2 SUMMARY

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

1.3 REQUESTS FOR INFORMATION

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

C. Responses from the Designer will not change any requirement of the Contract Documents. In the event the Contractor believes that a response to a RFI will cause a change to the requirements of the Contract Document, the Contractor shall give written notice to the Designer requesting a Change Order for the work. Failure to give such written notice within ten (10) working days, shall waive the Contractor's right to seek additional time or cost under Article 4, "Changes in the Work" of the General Conditions.

State Project Number: R2320-01

1.4 MINOR CHANGES IN THE WORK

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

1.5 PROPOSAL REQUESTS

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

1.6 CHANGE ORDER PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013100 – COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

State Project Number: R2320-01

1.2 SUMMARY

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

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections, which depend on each other for proper installation, connection, and operation.
- B. Coordination: Each Contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each Contractor shall coordinate its operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other Contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components including mechanical and electrical.

State Project Number: R2320-01

- C. Prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate Contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other Contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Startup and adjustment of systems.
 - 8. Project Closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

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

1.5 PROJECT MEETINGS

A. The Owner's Construction Representative will schedule a Pre-Construction Meeting prior to beginning of construction. The date, time, and exact place of this meeting will be determined after Contract Award and notification of all interested parties. The Contractor shall arrange to have the Job Superintendent and all prime Subcontractors present at the meeting. During the Pre-Construction Meeting, the construction procedures and information necessary for submitting payment requests will be discussed and materials distributed along with any other pertinent information.

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- 1. Minutes: Designer will record and distribute meeting minutes.
- B. Progress Meetings: The Owner's Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 "General Conditions".
 - 1. Minutes: Designer will record and distribute to Contractor the meeting minutes.
- C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
 - 1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:
 - a. Contract Documents
 - b. Options
 - c. Related RFIs
 - d. Related Change Orders
 - e. Purchases
 - f. Deliveries
 - g. Submittals
 - h. Review of mockups
 - i. Possible conflicts
 - j. Compatibility problems
 - k. Time schedules
 - 1. Weather limitations
 - m. Manufacturer's written recommendations
 - n. Warranty requirements
 - o. Compatibility of materials

- p. Acceptability of substrates
- q. Temporary facilities and controls
- r. Space and access limitations
- s. Regulations of authorities having jurisdiction
- t. Testing and inspecting requirements
- u. Installation procedures
- v. Coordination with other Work
- w. Required performance results
- x. Protection of adjacent Work
- y. Protection of construction and personnel
- 3. Contractor shall record significant conference discussions, agreements, and disagreements including required corrective measures and actions.

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- 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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013115 - PROJECT MANAGEMENT COMMUNICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 **SUMMARY**

- A. Project Management Communications: The Contractor shall use the Internet web based project management communications tool, E-Builder® ASP software, and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
 - 1. Project management communications is available through E-Builder® as provided by "e-Builder®" in the form and manner required by the Owner.
 - 2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited
- B. Support: E-Builder® will provide on-going support through on-line help files.
- C. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
- D. Purpose: The intent of using E-Builder® is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files
- E. Authorized Users: Access to the web site will be by individuals who are authorized users.

1. Individuals shall complete the E-Builder New Company/User Request Form located at the following web site: 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 <u>all posted items</u>. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE! Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).
- G. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using E-Builder® to send messages. Communication functions are as follows:
 - 1. Document Integrity and Revisions:
 - a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
 - b. The system shall make it easy to identify revised or superseded documents and their predecessors.
 - c. Server or Client side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.
 - 2. Document Security:
 - a. The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties communication except for Administrative Users. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!
 - 3. Document Integration:
 - a. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.
 - 4. Reporting:
 - a. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.
 - 5. Notifications and Distribution:

a. Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document distribution to parties outside of the project communication system shall be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.

- 6. Required Document Types:
 - a. RFI, Request for Information.
 - b. Submittals, including record numbering by drawing and specification section.
 - c. Transmittals, including record of documents and materials delivered in hard copy.
 - d. Meeting Minutes.
 - e. Application for Payments (Draft or Pencil).
 - f. Review Comments.
 - g. Field Reports.
 - h. Construction Photographs.
 - i. Drawings.
 - j. Supplemental Sketches.
 - k. Schedules.
 - 1. Specifications.
 - m. Request for Proposals
 - n. Designer's Supplemental Instructions
 - o. Punch Lists
- H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches documents shall be submitted by transmission in electronic form to the E-Builder® web site by licensed users.
 - a. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.
 - b. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
 - c. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.
- I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:

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- 1. Providing suitable computer systems for each licensed user at the users normal work location¹ with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
- 2. Each of the above referenced computer systems shall have the following minimum system² 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+)

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- 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.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION 013115

¹ 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 The minimum system herein will <u>not be sufficient</u> for many tasks and may not be able to process all documents and files stored in the E-Builder® Documents area.

SECTION 013200 - SCHEDULE - BAR CHART

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

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1.2 SUMMARY

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

PART 2 - PRODUCTS - (Not Applicable)

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

- A. The Contractor shall submit to the Designer, within ten (10) working days following the Notice to Proceed, a Progress Schedule including Schedule of Values showing the rate of progress the Contractor agrees to maintain and the order in which he proposed to carry out the various phases of Work. No payments shall be made to the Contractor until the Progress Schedule has been approved by the Owner.
 - 1. The Schedule of Values must have the following line items included with the value of the item as indicated below:
 - a. O&M's (Owner's Manual)
 - 1) \$1,000,000.00 (One million) and under 2% of the total contract amount
 - 2) Over \$1,000,000.00 (One million) 1% of the total contract amount
 - b. Close Out Documents
 - 1) \$1,000,000.00 (One million) and under 2% of the total contract amount
 - 2) Over \$1,000,000.00 (One million) 1% of the total contract amount
 - c. General Conditions
 - 1) No more than 10%
- B. The Contractor shall submit an updated Schedule for presentation at each Monthly Progress Meeting. The Schedule shall be updated by the Contractor as necessary to reflect the current Schedule and its relationship to the original Schedule. The updated Schedule shall reflect any changes in the logic, sequence, durations, or completion date.

Payments to the Contractor shall be suspended if the Progress Schedule is not adequately updated to reflect actual conditions.

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

3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

- A. Bar-Chart Schedule: The Contractor shall prepare a comprehensive, fully developed, horizontal bar chart-type Contractor's Construction Schedule. The Contractor for general construction shall prepare the Construction Schedule for the entire Project. The Schedule shall show the percentage of work to be completed at any time, anticipated monthly payments by Owner, as well as significant dates (such as completion of excavation, concrete foundation work, underground lines, superstructure, rough-ins, enclosure, hanging of fixtures, etc.) which shall serve as check points to determine compliance with the approved Schedule. 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

3.3 SCHEDULE OF SUBMITTALS

A. Upon acceptance of the Construction Progress Schedule, prepare and submit a complete schedule of submittals. Coordinate the submittal schedule with Section 013300 SUBMITTALS, the approved Construction Progress Schedule, list of subcontracts, Schedule of Values and the list of products.

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

3.4 SCHEDULE OF INSPECTIONS AND TESTS

- A. Prepare a schedule of inspections, tests, and similar services required by the Contract Documents. Submit the schedule with (15) days of the date established for commencement of the Contract Work. The Contractor is to notify the testing agency at least (5) working days in advance of the required tests unless otherwise specified.
- B. Form: This schedule shall be in tabular form and shall include, but not be limited to, the following:
 - 1. Specification Section number
 - 2. Description of the test
 - 3. Identification of applicable standards
 - 4. Identification of test methods
 - 5. Number of tests required
 - 6. Time schedule or time span for tests

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- 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.

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END OF SECTION 013200

SECTION 013300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

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B. Division 1, Section 013115 "Project Management Communications" for administrative requirements for communications.

1.2 **SUMMARY**

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work including the following:
 - 1. Shop Drawings
 - 2. Product Data
 - 3. Samples
 - 4. Quality Assurance Submittals
 - 5. Construction Photographs
 - 6. Operating and Maintenance Manuals
 - 7. Warranties
- B. Administrative Submittals: Refer to General and Supplementary Conditions other applicable Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Construction Progress Schedule including Schedule of Values
 - 2. Performance and Payment Bonds
 - 3. Insurance Certificates
 - 4. Applications for Payment
 - 5. Certified Payroll Reports
 - 6. Partial and Final Receipt of Payment and Release Forms
 - 7. Affidavit Compliance with Prevailing Wage Law
 - 8. Record Drawings
 - 9. Notifications, Permits, etc.
- C. The Contractor is obliged and responsible to check all shop drawings and schedules to assure compliance with contract plans and specifications. The Contractor is

responsible for the content of the shop drawings and coordination with other contract work. Shop drawings and schedules shall indicate, in detail, all parts of an Item or Work including erection and setting instructions and integration with the Work of other trades.

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D. The Contractor shall at all times make a copy, of all approved submittals, available on site to the Construction Representative.

1.3 SUBMITTAL PROCEDURES

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

1.4 SHOP DRAWINGS

- A. Comply with the General Conditions, Article 3.2.
- B. The Contractor shall submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents.

Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

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- 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".

1.5 PRODUCT DATA

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

1.6 SAMPLES

- A. The Contractor shall comply with the General Conditions, Article 3.2.
- B. The Contractor shall submit full-size, fully fabricated samples, cured and finished as specified, and physically identical with the material or product proposed. Samples

include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

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- 1. The Contractor shall mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Designer's sample including the following:
 - a. Specification Section number and reference
 - b. Generic description of the Sample
 - c. Sample source
 - d. Product name or name of the Manufacturer
 - e. Compliance with recognized standards
 - f. Availability and delivery time
- 2. The Contractor shall submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 - c. Refer to other Sections for samples to be returned to the Contractor for incorporation in the Work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.
 - d. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
- 3. Field samples are full-size examples erected onsite to illustrate finishes, coatings, or finish materials and to establish the Project standard.
 - a. The Contractor shall comply with submittal requirements to the fullest extent possible. The Contractor shall process transmittal forms to provide a record of activity.

1.7 QUALITY ASSURANCE DOCUMENTS

- A. The Contractor shall comply with the General Conditions, Article 3.2
- B. The Contractor shall submit quality control submittals including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.

- C. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the Manufacturer certifying compliance with specified requirements.
 - 1. Signature: Certification shall be signed by an officer of the Manufacturer or other individual authorized to contractually bind the Company.

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- D. Inspection and Test Reports: The Contractor shall submit the required inspection and test reports from independent testing agencies as specified in this Section and in other Sections of the Contract Documents.
- E. Construction Photographs: The Contractor shall submit record construction photographs as specified in this Section and in other Sections of the Contract Documents.
 - 1. The Contractor shall submit digital photographs. The Construction Administrator shall determine the quantity and naming convention at the preconstruction meeting.
 - 2. The Contractor shall identify each photograph with project name, location, number, date, time, and orientation.
 - 3. The Contractor shall submit progress photographs monthly unless specified otherwise. Photographs shall be taken one (1) week prior to submitting.
 - 4. The Contractor shall take four (4) site photographs from differing directions and a minimum of five (5) interior photographs indicating the relative progress of the Work.

1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REQUIRED SUBMITTALS

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

SPEC SECTION	TITLE	CATEGORY
013200	Schedules	Construction Schedule
013200	Schedules	Schedule of Values
013200	Schedules	List of Subcontractors

013200	Schedules	Major Material Suppliers
013513.28	Site Security and Health	Construction Schedule
	Requirements	
013513.28	Site Security and Health	List of Subcontractors
015000	Requirements Construction Facilities and	Construction Schedule
013000	Temporary Controls	Construction Schedule
017900	Demonstration and Training	Operation / Maintenance
	C	Manual
024119	Selective Demolition	Warranty
033000	Cast-In-Place	Product Data
079200	Joint Sealants	Product Data
260519	Low-Voltage Electrical Power	Product Data
	Conductors and Cables	
260526	Ground and Bonding for Electrical	Product Data
	Systems	
260553	Identification for Electrical	Product Data
262500	Systems Transfer Social and	Dog Acad Data
263500	Transfer Switches	Product Data
263500	Transfer Switches	Shop Drawings
263500	Transfer Switches	Test Report
263500	Transfer Switches	Operation / Maintenance
		Manual

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END OF SECTION 013300

SECTION 013513.25 - SITE SECURITY AND HEALTH REQUIREMENTS (MSHP)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUBMITTALS

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

PART 2 - PRODUCTS (Not Applicable)
PART 3 - EXECUTION

3.1 ACCESS TO THE SITE

- A. The Contractor shall arrange with Facility Representatives to establish procedures for the controlled entry of workers and materials into the work areas at the Facility.
- B. The Contractor shall establish regular working hours with Facility Representatives. The Contractor must report changes in working hours or overtime to Facility Representatives and obtain approval twenty-four (24) hours ahead of time. The Contractor shall report emergency overtime to Facility Representatives as soon as it is evident that overtime is needed. The Contractor must obtain approval from Facility Representatives for all work performed after dark.
- C. The Contractor shall provide the name and phone number of the Contractor's employee or agent who is in charge onsite; this individual must be able to be contacted in case of emergency. The Contractor must be able to furnish names and address of all employees upon request.
- D. All construction personnel shall visibly display issued identification cards.

3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS

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

2. The Contractor shall store all flammable or hazardous materials in proper containers located outside the buildings or offsite, if possible.

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

3.3 MSHP SECURITY CLEARANCE REQUIREMENTS

- A. Contractor Background Screening Policy: As a normal business activity, the Missouri State Highway Patrol (MSHP) may contract with external companies to perform various duties for the Missouri State Highway Patrol. Any personnel working for a contractor, and who has access to criminal justice information is required to pass a background check prior to beginning work on the contract. A contractor's proposed candidate may also be required to undergo a MSHP approved drug screening. This background check requirement will be included as part of all PAQs or solicitations for bids. The contract/PAQ award is contingent upon the proposed candidate background checks being completed.
- B. This background check will include, but not be limited to, state of residency and national fingerprint-based record checks. If the proposed candidate lives outside the United States, the contractor will submit similar documentation from their respective country. Qualification to work on contract will be based upon the following criteria:

- 1. A felony conviction or guilty plea will be an automatic disapproval of the candidate.
- 2. Any conviction whether misdemeanor or felony, involving violence, crimes against children, and all sexual crimes regardless of timeframe will be an automatic disapproval of the candidate.

- 3. Candidates will be disqualified if it is confirmed there are outstanding arrest warrants for the candidate.
- 4. Any other misdemeanor convictions and guilty pleas may be considered for automatic disapproval. The State CSO (CJIS Security Officer) has final authority regarding if the nature or severity of the misdemeanor offense(s) does or does not warrant a disqualification.
- C. For misdemeanors, consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position. Time and severity of crime may also be considered as factors in a disqualification. Candidates may submit a written request for waiver through their contracting company if they have been disapproved and wish to contest the decision. The request will need to explain the circumstances of the crime and justification for a waiver.
- D. Contractors will be required to undergo a background check at a minimum once every five years. If there is a significant gap between contracts, candidates may be required to undergo a background check before working under a new contract.
- E. The CSO or their designee will maintain a list of contractors who have been approved to work at the MSHP.
- F. If a candidate goes through a background check with one contractor and then goes to work at a different contractor, the candidate will not be required to undergo a separate background check unless the timeframe exceeds five-year limit.
- G. The CSO for the MSHP has the right to approve or disapprove any candidate and has the right to revoke a candidate's approval at any time.
- H. The FBI CJIS Security Policy requires the MSHP to conduct background checks on all contractors needing MSHP access.
- I. Contractors working on-site and/or need escorted access are required to provide name, date of birth and social security number to enable the MSHP to run a name based background check prior to their arrival on-site.
- J. Contractors working on-site with unescorted access and/or need access to our network are required to submit fingerprints. Required fields for print cards are as follows:
 - 1. ORI: MOMHP0070
 - 2. OCA: CONTRACTOR
 - 3. Employer and Address: COMPANY NAME AND ADDRESS
 - 4. Reason Fingerprinted: CONTRACTOR
- K. Contractors may submit fingerprints either at the MSHP General Headquarters, Annex Building, front office located at 1510 East Elm Street, Jefferson City, MO 65109, or may go to their local law enforcement agency to obtain a "copy" of their fingerprints (ten print or digital). There is a processing fee of \$33.25 per applicant. We accept check or money orders made

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payable to the "Criminal Record System Fund". Credit card and debit cards only accepted at our location, no cash please. Fingerprints with processing fee can be mailed to the address below:

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- 1. Missouri State Highway Patrol
- 2. Criminal Justice Information Services Division
- 3. Attn: Accounting, Annex Bldg.
- 4. 1510 East Elm Street
- 5. Post Office Box 9500
- 6. Jefferson City, MO 65102-9500
- L. Once background checks are completed, results will be returned via encrypted email to the requestor. Processing time varies. Please contact the Security Audit and Compliance Unit for questions at 573-526-6153 x2658.

3.4 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.

3.5 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.

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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

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equipment and enforce the use of such equipment by its employees and its subcontractors of any tier.

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- 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 013513.25

SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

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1.2 SUMMARY

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

1.3 SUBMITTALS

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

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

1.4 QUALITY ASSURANCE

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

1.5 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials. If acceptable to the Designer of Record and Owner's Representative the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.

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- B. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of (15) or less. For temporary enclosures, provide translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- C. Water: Provide potable water approved by local health authorities.
- D. Open-Mesh Fencing: Provide 1.75" x 1.75" UV stabilized temporary construction plastic fabric fencing, 8' (2.4m) high, properly secured to galvanized steel pipe posts, 1 ½" (38mm) ID for line posts and 2 ½" (64mm) ID for corner posts; provide proper temporary securement for any/all existing site conditions. Fencing shall be provided around all construction debris dumpsters and/or other areas of construction activities to prevent/control access by facility clientele.

2.2 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Designer of Record and Owner's Representative, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide ³/₄" (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 groundfault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- G. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated re-circulation, or combustion type. Provide units properly vented and

fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

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- H. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- I. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers, or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

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

3.2 TEMPORARY UTILITY INSTALLATION

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

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access, and as needed.
 - 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.

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- B. Storage facilities: On-Site: limited storage is available within the area of the project as shown on the drawings control/inventory of stored materials and tools shall be monitored and checked daily contractor shall keep a daily inventory of tools stored on site and be able to present it to facility staff, when requested. All Job boxes shall be locked when not accessed and a key for the lock(s) shall be provided to the facility during the project.
- C. Construction Parking: Limited parking for construction personnel can be provided onsite inside the secure perimeter at locations approved by the facility. Additional parking can be made available outside the secure perimeter, at the facility, and in adjacent parking lots. Under no circumstances will any vehicle be parked in a fire lane. Parking on lawns shall be prohibited.
- D. 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.
 - 1. Contractor shall be allowed to locate construction waste dumpsters in the staging area. All dumpsters shall be secured in accordance with 2.1-D of this section. Dumpster(s) shall be located such that they do not restrict proper egress from buildings.
 - 2. All construction waste dumpsters shall be kept covered with tarpaulins that meet the requirements of 2.1B of this section and that overlap the sides and are properly secured to the dumpster.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

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- 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 of Record and Owner's Representative requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.
 - 2. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
 - a. Replace air filters and clean inside of ductwork and housing.
 - b. Replace significantly worn parts and parts subject to unusual operating conditions.
 - c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 015000

SECTION 017400 - CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for cleaning during the Project.
- B. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and antipollution regulations.
 - 1. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.

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2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

A. General

- Retain all stored items in an orderly arrangement allowing maximum access, not impending drainage or traffic, and providing the required protection of materials. Correct out-of-tolerance work and other deficient conditions prior to proceeding with insulated metal panel installation.
- 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><twice> 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.

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2. Weekly, inspect all arrangements of materials stored onsite. Re-stack, tidy, or otherwise service all material arrangements.

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

C. Structures

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

3.2 FINAL CLEANING

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

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- 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.

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- 13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- 14. Clean plumbing fixtures to a sanitary condition free of stains, including stains resulting from water exposure.
- 15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- 16. Clean ducts, blowers, and coils if units were operated without filters during construction.
- 17. Clean food-service equipment to a sanitary condition, ready and acceptable for its intended use.
- 18. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.
- 19. Leave the Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.
- D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- E. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
 - 1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner's property.

END OF SECTION 017400

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SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected portions of building or structure.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.

1.3 **DEFINITIONS**

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

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 INFORMATIONAL SUBMITTALS

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

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- 2. Interruption of utility services. Indicate how long utility services will be interrupted.
- 3. Coordination for shutoff, capping, and continuation of utility services.
- 4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations.
- D. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.6 FIELD CONDITIONS

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

1.7 COORDINATION

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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
 - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
 - 2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.

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- b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
- c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

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- 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
- 5. Maintain fire watch during and for at least 4 hours after flame-cutting operations.
- 6. Maintain adequate ventilation when using cutting torches.
- 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
- 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
- 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- 10. Dispose of demolished items and materials promptly
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items: Confirm with owner if any items are to be retained.
- D. Removed and Reinstalled Items:
 - 1. Clean and repair items to functional condition adequate for intended reuse.
 - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 - 3. Protect items from damage during transport and storage.
 - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition, cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

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

3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

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B. Burning: Do not burn demolished materials.

3.7 CLEANING

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

END OF SECTION 024119

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.3 **DEFINITIONS**

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

1.4 PREINSTALLATION MEETINGS

- 1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Concrete Subcontractor.
- 2. Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, semirigid joint fillers, forms and form removal limitations, shoring and reshoring procedures, vapor-retarder installation, anchor rod and anchorage device installation tolerances, steel reinforcement installation, methods for achieving specified floor and slab flatness and levelness, floor and slab flatness and levelness measurement, and concrete protection.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- D. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
 - 1. Location of construction joints is subject to approval of the Architect.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer
- B. Welding certificates.
- C. Material Certificates: For each of the following, signed by manufacturers:
 - 1. Cementitious materials.
 - 2. Admixtures.
 - 3. Form materials and form-release agents.
 - 4. Steel reinforcement and accessories.
 - 5. Curing compounds.
 - 6. Floor and slab treatments.
 - 7. Adhesives.
 - 8. Vapor retarders.
 - 9. Semirigid joint filler.
 - 10. Joint-filler strips.
- D. Material Test Reports: For the following, from a qualified testing agency:
 - 1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.
- E. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork.

1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.

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- F. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.
- G. Field quality-control reports.
- H. Minutes of preinstallation conference.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
 - 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

1.8 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Contractor shall engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.

1.10 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.

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- 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
- 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 and as follows:
 - 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301.
 - 2. ACI 117.

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
 - 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. High-density overlay, Class 1 or better.
 - b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
 - c. Structural 1, B-B or better; mill oiled and edge sealed.

- d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.
- 3. Overlaid Finnish birch plywood.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Pan-Type Forms: Glass-fiber-reinforced plastic or formed steel, stiffened to resist plastic concrete loads without detrimental deformation.
- D. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.
- E. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- F. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- G. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 - 2. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.
 - 3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064, plain, fabricated from as-drawn steel wire into flat sheets.
- C. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064, flat sheet.

2.4 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A 615, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.

- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
 - 1. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

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2.5 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- B. Cementitious Materials:
 - 1. Portland Cement: ASTM C 150, Type I/II.
- C. Normal-Weight Aggregates: ASTM C 33, class 4S coarse aggregate or better, graded. Provide aggregates from a single source.
 - 1. Coarse Aggregate: AASHTO #57.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494, Type A.
 - 2. Retarding Admixture: ASTM C 494, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.
- F. Water: ASTM C 94 and potable.

2.6 INJECTABLE ANCHORING ADHESIVES

A. Two-component, high-strength, fast-cure, injectable structural adhesive designed to anchor reinforcing bars and threaded rods into normal weight, hardened concrete. Rated for 130° maximum short-term temperature, and 110° maximum long-term temperature.

2.7 VAPOR RETARDERS

A. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 10 mils thick.

2.8 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

2.9 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

2.10 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Cementitious materials should be limited to portland cement.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.
 - 4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.

2.11 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Footings: Normal-weight concrete.
 - 1. Minimum Compressive Strength: 3000 psi at 28 days.
 - 2. Minimum Portland Cement Content: 470 lbs./cu. yd.
 - 3. Slump Limit: 8 inches for concrete with verified slump of 4 inches before adding water-reducing admixture, plus or minus 1 inch.

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- B. Interior slabs-on-Grade: Normal-weight concrete.
 - 1. Minimum Compressive Strength: 3000 psi at 28 days.
 - 2. Minimum Portland Cement Content: 470 lbs./cu. yd.
 - 3. Slump Limit: 8 inches for concrete with verified slump of 4 inches before adding water-reducing admixture, plus or minus 1 inch.
 - 4. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.
- C. Exterior slabs-on-Grade: Normal-weight concrete.
 - 1. Minimum Compressive Strength: 4000 psi at 28 days.
 - 2. Minimum Portland Cement Content: 611 lbs./cu. yd.
 - 3. Slump Limit: 8 inches for concrete with verified slump of 4 inches before adding water-reducing admixture, plus or minus 1 inch.
 - 4. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.

2.12 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.13 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 - 1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
 - 2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.

3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

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PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
 - 1. Class A, 1/8 inch for smooth-formed finished surfaces.
 - 2. Class C, 1/2 inch for rough-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 1. Install keyways, reglets, recesses, and the like, for easy removal.
 - 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

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3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
 - 2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
 - 3. Install dovetail anchor slots in concrete structures as indicated.

3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 VAPOR-RETARDER INSTALLATION

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
 - 1. Lap joints 6 inches and seal with manufacturer's recommended tape.
- B. Bituminous Vapor Retarders: Place, protect, and repair bituminous vapor retarder according to manufacturer's written instructions.

3.5 STEEL REINFORCEMENT INSTALLATION

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

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- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.6 **JOINTS**

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
 - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs
 - 2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
 - 3. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.

2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.

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- 3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.7 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
 - 1. Do not add water to concrete after adding water-reducing admixtures to mixture.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Maintain reinforcement in position on chairs during concrete placement.
 - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - 4. Slope surfaces uniformly to drains where required.
 - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

3.8 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces not exposed to public view.
- B. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.9 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 - 1. Apply a trowel finish to surfaces exposed to view.
 - 2. Finish surfaces to the following tolerances, according to ASTM E 1155, for a randomly trafficked floor surface:
 - a. Specified overall values of flatness, F(F) 35; and of levelness, F(L) 25; with minimum local values of flatness, F(F) 24; and of levelness, F(L) 17; for slabs-on-grade.
 - 3. Finish and measure surface, so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/8 inch.
- C. Broom Finish: Apply a broom finish to exterior concrete slabs.
 - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.10 MISCELLANEOUS CONCRETE ITEM INSTALLATION

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

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3.11 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- D. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
 - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
 - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
 - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies does not interfere with bonding of floor covering used on Project.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.
 - 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

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3.12 LIQUID FLOOR TREATMENT APPLICATION

- A. Penetrating Liquid Floor Treatment: Prepare, apply, and finish penetrating liquid floor treatment according to manufacturer's written instructions.
 - 1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs.

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- 2. Do not apply to concrete that is less than 14 days' old.
- 3. Apply liquid until surface is saturated, scrubbing into surface until a gel forms; rewet; and repeat brooming or scrubbing. Rinse with water; remove excess material until surface is dry. Apply a second coat in a similar manner if surface is rough or porous.
- B. Sealing Coat: Uniformly apply a continuous sealing coat of curing and sealing compound to hardened concrete by power spray or roller according to manufacturer's written instructions.

3.13 **JOINT FILLING**

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
 - 1. Defer joint filling until concrete has aged at least one month(s). Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.
- C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.14 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface.
 - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes

and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

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- 2. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
 - 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 - 2. After concrete has cured at least 14 days, correct high areas by grinding.
 - 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
 - 4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
 - 5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 - 6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 - 7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.15 FIELD QUALITY CONTROL

- A. Special Inspections: Contractor shall engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
 - 1. Steel reinforcement placement.
 - 2. Headed bolts and studs.
 - 3. Verification of use of required design mixture.
 - 4. Concrete placement, including conveying and depositing.
 - 5. Curing procedures and maintenance of curing temperature.
- D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
 - 2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 3. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 4. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 5. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.
 - 6. Compression Test Specimens: ASTM C 31.
 - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
 - b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
 - 7. Compressive-Strength Tests: ASTM C 39; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
 - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.

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b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

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- 8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- 9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- 10. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- 11. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- 12. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.
- 13. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- 14. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
- E. Measure floor and slab flatness and levelness according to ASTM E 1155 within 48 hours of finishing.

3.16 PROTECTION OF LIQUID FLOOR TREATMENTS

A. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.

END OF SECTION 033000

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Silicone joint sealants.
 - 2. Latex joint sealants.
 - 3. Solvent-Release sealants.

1.2 PRECONSTRUCTION TESTING

A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers eight samples of materials that will contact or affect joint sealants. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.

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B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates. Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.
- C. Product test reports.
- D. Warranties.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.5 PROJECT CONDITIONS

A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:

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- 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
- 2. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F (4.4 deg C).
- 3. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

1.6 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Dow Corning Corporation. Silicon, color: charcoal
 - 2. Pecora Corporation.
 - 3. Sika Corporation; Construction Products Division.
 - 4. Tremco Incorporated. Acrylic latex sealant

2.2 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under service and application conditions. Joint sealant to have a shore hardness of 70 minimum.

1. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's standard colors.

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2.3 SILICONE JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920.
 - 1. Single-component, mildew-resistant silicone sealant, Type S; Grade NS; Class 25; Uses NT, G, A, and O; formulated with fungicide. Use for interior sealant joints in ceramic tile, stone, and other hard surfaces in toilet rooms and around plumbing fixtures.
 - 2. Single-component, nonsag urethane sealant, Type S; Grade NS; Class 25; and Uses NT, M, A, and O. Use at control and expansion joints in masonry and all substrate joints in contact with concrete.

2.4 LATEX JOINT SEALANTS

A. Latex Joint Sealant: Single-component, nonsag, mildew-resistant, paintable, siliconized acrylic latex, ASTM C 834, Type OP, Grade NF. For interior use only at perimeters of door and window frames.

2.5 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experi- ence and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
 - 1. Remove laitance and form-release agents from concrete.
 - 2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

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- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

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- 1. Remove excess sealant from surfaces adjacent to joints.
- 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

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- 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
- F. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

END OF SECTION 079200

SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

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.

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1.2 SCOPE

A. The requirements of this section are applicable to all work performed under Division 26 – Electrical.

1.3 RELATED SECTIONS

A. Division 3 – Concrete

1.4 COORDINATION

- A. It is the intent of the Electrical Division of these Specifications that all electrical work specified herein be coordinated as required with the work of all other Divisions of the Specifications and Drawings so that all installations shall operate as designed.
- B. Provide a complete operational electrical system. Route conduit and install equipment to avoid conflicts with other trades and to enhance maintainability of system.
- C. All construction work shall be carried on in a manner so as not to interfere with operation of the Owner's facilities.
- D. The Owner intends to make continued use of existing facilities. Utilities and services to existing facilities shall not be interrupted without the Owner's approval as to the time and duration. The Owner will continue to occupy the existing facilities throughout the construction operations, and the Contractor shall so organize his work as to cause a minimum of interference with the normal routine activities of the facilities. All interruptions shall be scheduled at the convenience of the Owner.
- E. The Contractor shall coordinate his work so there shall be no prolonged interruptions of existing equipment and all interruptions of utilities must be scheduled with the Owner. In no case shall any utilities be left disconnected at the end of a workday or over the weekend.
- F. Any interruptions of any utilities either intentionally or accidentally shall not relieve the Contractor responsible from repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job on the day such interruptions occur.
- G. The Contractor's area for construction shall be as shown on the Drawings.
- H. The Contractor shall maintain access to the Owner's facilities during construction by keeping clear the drives in the construction area. Any blockage of the drives shall be scheduled with the Owner.

I. This project will involve several contractors in addition to this Contractor. There may also be contractors not associated with this project working in the vicinity.

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J. This Contractor shall cooperate fully with the other contractors in the conduct of the work. Such cooperation with regard to work schedules, area of work, etc., is to be a normal part of this type of project and no extra compensation will be allowed for it.

1.5 **DEFINITIONS**

- A. Concealed: Where the word "concealed" is used in conjunction with raceways, equipment, and the like, the word shall be understood to mean hidden from sight as in chases, furred spaces, or above suspended ceilings.
- B. Exposed: Where the word "exposed" is used, the word shall be understood to mean open to view.
- C. Provide: Where the word "provide" is used, in the Specifications or on the Drawings, it shall mean "furnish and install" unless otherwise noted or specified.
- D. Related Work: The sections referenced under RELATED SECTIONS shall be understood to include provisions which directly affect the work being specified in the section where RELATED SECTIONS occurs.
- E. The Work: Where the words "the Work" are used together, they shall be understood to mean the work under contract that is governed by these Specifications and the Drawings.

1.6 SUBMITTALS

- A. The Contractor shall submit to the Engineer for approval, prior to fabrication and in accordance with the procedures outlined in Section 013300 Submittals, all submittals as required by each Section in this Division of these Specifications.
- B. Each submittal shall be properly identified as to the specific equipment to which it relates. Identification on the submittal shall be by reference to equipment identification numbers as shown on the Drawings and, if applicable, by reference to the appropriate Article of the Specifications in which the equipment is specified.
- C. Shop drawings, brochures, or manufacturer's product data sheets showing more than one size or model shall be marked to indicate the size or model proposed for the particular application.
- D. All submittals shall be certified by the Contractor as being correct for the proposed work.
- E. Submittals in the form of shop drawings shall include complete data on the equipment to be provided, including physical dimensions and other information required for installation, performance capabilities and limitations, and schedules indicating locations when more than one type of an item is to be used.
- F. Prior to submittal, shop drawings shall be coordinated with the work of all other trades.

G. Any and all submittals that do not comply with all the above requirements will be rejected and returned without review.

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H. Provide operating instructions and maintenance manuals in accordance with Section 013300 – Submittals and Section 007000 – Conditions of the Contract.

1.7 RECORD (AS-BUILT) DRAWINGS

- A. The Contractor shall update a complete set of the construction drawings, shop drawings and schedules of all work daily 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 in accordance with Section 007000 Conditions of the Contract. 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 or structures. All concealed items both inside and outside shall be accurately located 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 Engineer, an electronic file format may be provided.
- B. No deviations from the Contract Drawings or approved shop drawings shall be made without prior approval from the Engineer or Construction Representative.

1.8 REFERENCE STANDARDS

- A. Included as a basic part of these Specifications are the applicable regulations of the standards listed below. Portions of all of certain recognized industry or association standards referred to herein as being a requirement of these Specifications shall be considered as binding as though reproduced in full herein. Unless otherwise stated, the reference standard shall be the latest edition of the standard which is current as of the date of issuance of the Contract Documents. Where conflicts exist from one code to another, the more stringent requirement shall apply.
- B. Referenced Codes and Standards constitute minimum requirements and strict compliance is required therewith unless supplemented and/or modified by more stringent requirements in these Specifications.
- C. Reference may be made to standards either by full name or by letter designation as follows:

1.	ACI	American Concrete Institute
2.	AEIC	Association of Edison Illuminating Companies
3.	AHDGA	American Hot Dip Galvanizers Association, Inc.
4.	AISC	American Institute of Steel Construction
5.	ANSI	American National Standards Institute
6.	ASA	American Standards Association
7.	ASTM	American Society for Testing & Materials
8.	AWS	American Welding Society
9.	BOCA	Building Officials and Code Administrators International, Inc.

10.	CSA	Canadian Standards Association
11.	EEI	Edison Electric Institute
12.	EIA	Electronics Industries Association
13.	ETL	Electrical Testing Laboratories, Inc.
14.	FMRC	Factory Mutual Research Corp
15.	IACS	International Annealed Copper Standard
16.	IBC	International Building Code
17.	IBEW	International Brotherhood of Electrical Workers
18.	ICC	International Code Council
19.	ICEA	Insulated Cable Engineers Association
20.	IEC	International Electrotechnical Commission
21.	IEEE	Institute of Electrical and Electronics Engineers
22.	IESNA	Illuminating Engineering Society of North America
23.	IFC	International Fire Code
24.	ISA	The Instrumentation, Systems, and Automation Society
25.	JIC	Joint Industrial Council
26.	NBFU	National Board of Fire Underwriters
27.	NEC	National Electrical Code (NFPA 70)
28.	NECA	National Electrical Contractors Association
29.	NEMA	National Electrical Manufacturers Association
30.	NETA	InterNational Electrical Testing Association
31.	NFPA	National Fire Protection Association
32.	NIST	National Institute of Standards and Technology (formerly National Bureau of Standards, NBS)
33.	OSHA	Occupational Safety and Health Administration
34.	UL	Underwriters' Laboratories, Inc.

1.9 REGULATORY LAWS, ORDINANCES, CODES AND STANDARDS

- A. The governing federal, state, and local laws, codes and standards in effect at the project site constitute the minimum requirements for all electrical work, and strict compliance therewith is required unless supplemented and/or modified by more stringent requirements of the Contract Documents.
- B. All work under this Contract shall be performed in full compliance with the 2017 edition of the National Electrical Code (NEC) NFPA-70.
- C. The Contractor shall keep a copy of the 2017 NEC on the project site for his reference at all times.

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D. Requirements in reference specifications and standards are a minimum for equipment, material, and work. In instances where capacities, size, or other features of equipment, devices, or materials exceed these minimums, meet specified or scheduled capacities.

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E. Resolve code interpretations discovered in Contract Documents with Engineer prior to Contract award. After Contract award, make corrections or additions necessary for compliance with applicable codes.

1.10 CONTRACT DRAWINGS

- A. Included under Section 000115 List of Drawings of these Specifications are the Drawings which indicate in general the character, arrangement, and construction of equipment and materials called for in these Specifications.
- B. Drawings are generally diagrammatic and are intended to encompass a system that will not interfere with the structural and architectural design of the building. Coordinate work to avoid interferences between conduit, equipment, architectural, and structural work.
- C. Coordinate with architectural and structural features, trim and millwork details, and install equipment in cabinets or other special areas as directed by Engineer.
- D. Drawings are based on equipment specified. Make adjustments, modifications, or changes required, due to use of other equipment.

1.11 WORKMANSHIP

- A. All work shall be done under the supervision of the Contractor who shall provide competent foremen to lay out all work. All work shall be laid out with due regard for proper working clearances about electrical equipment in accordance with NEC Article 110 and the space requirements of other contractors. The Contractor shall immediately report to the Construction Representative any conflict or difficulties regarding the installation.
- B. The Contractor shall be completely responsible for all work installed by him and shall employ only competent and experienced personnel of proper trades to perform the work.
- C. All work shall be installed so as to be accessible for operation, maintenance, adjustment, replacement, and repair with particular attention given to locating controls and other items requiring periodic lubrication, cleaning, adjusting, or servicing of any kind.
- D. Local disconnect switches, control stations, conduit drops, panelboards, enclosed switches, electrical enclosures, etc. shall be located so as not to interfere with access required for the necessary service and operation of equipment and shall meet the working clearance requirements of Article 110 of the National Electrical Code.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Only NEW, clean and perfect equipment, apparatus, materials, and supplies of latest design and manufacture shall be incorporated in the work in order to assure an electrical system of high quality.

B. All materials shall be new, shall be installed according to manufacturer's specifications or as directed by the Engineer, and shall be listed and labeled by Underwriters' Laboratories, Inc. (UL) or other nationally recognized testing laboratory.

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- C. All materials and equipment furnished under these Specifications shall be standard products of the various manufacturers except where special construction or performance features are called for. Where more than one of the specific items is required, all shall be of the same type and by the same manufacturer.
- D. The product of a manufacturer shall be acceptable only when that product complies with or is modified as necessary to comply with all specified and indicated requirements in the Contract Documents.
- E. Materials and equipment not herein specified or indicated as to manufacturer but necessary for complete functioning systems shall be provided from sources conforming to the quality levels and functional requirements for corresponding materials and equipment set forth herein.
- F. Material or equipment damaged, shown to be defective or not in accordance with the Specifications shall be repaired or replaced by the Contractor to the full satisfaction of the Construction Representative.

2.2 MANUFACTURER'S EQUIPMENT NAMEPLATES

A. All equipment shall have factory applied permanent nameplates indicating the manufacturer's name, model and serial numbers, and any other data necessary to conform to specified requirements.

2.3 PAINTING AND FINISHES

- A. All purchased equipment shall have a factory applied standard finish of the manufacturer's standard color unless otherwise specified.
- B. Finishes which are marred during shipping, handling, or installation shall be touched up by the Contractor to match the original finish.

2.4 EQUIPMENT TAGGING

A. All equipment and materials shipped under these Specifications shall be properly tagged with the name of the item, name of the project and project address, and shall bear the Contractor's name.

PART 3 - EXECUTION

3.1 SCOPE OF THE WORK

A. The Contractor shall provide all labor, materials, equipment, tools, supervision, and services required for the complete installation of all electrical work as shown on the Drawings and described in these Specifications.

- B. The work under Divisions 26 of the Specifications includes, but is not limited to, the following items:
 - 1. Demolition of existing power and branch circuit conductors, cables, raceways, boxes, and equipment

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- 2. Removal and disposal off site of the existing equipment and materials to be removed
- 3. Disconnection, handling, relocation and/or reconnection of existing equipment and electric power and rerouting of existing circuits and feeders as required and as shown on the Drawings
- 4. Trenching, excavating and backfilling for underground raceways
- 5. Underground conduits
- 6. All feeder and branch circuit wiring and raceways
- 7. All control wiring and raceways
- 8. Grounding and bonding
- 9. Junction and pull boxes
- 10. Protective device coordination study and arc flash risk assessment
- 11. Concrete equipment pads
- 12. Main distribution panelboard
- 13. Wiring devices and cover plates
- 14. Fuses and circuit breakers
- 15. Enclosed switches
- 16. Emergency generator set and all associated components
- 17. Automatic transfer switch
- 18. Interior lighting fixtures
- C. The Contractor shall furnish and install all control and power wiring required to properly operate the new packaged emergency generator system including all control/annunciator panels. It may become necessary to modify the interconnecting control wiring from that shown on the Drawings in order to accommodate the control system diagrams provided by the manufacturers of the systems. To this extent, the Contractor shall make all such accommodations at no additional cost to the Owner.

3.2 SHIPMENT AND DELIVERY

- A. The Contractor shall be responsible for the furnishing and safe delivery of all materials and equipment required for the project and for the safekeeping of all material and equipment until final acceptance by the Construction Representative.
- B. The Contractor shall be responsible for protecting all electrical equipment intended exclusively to function indoors. Such equipment must be stored indoors and protected against exposure to or accumulation of dust, moisture, freezing, flooding, corrosion or

other form of damage. The Contractor shall clean and restore damaged finishes as required to place the installation in a "like new" condition before acceptance by the Owner.

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3.3 SAFETY MEASURES

- A. The Contractor shall arrange his work in such a manner that a minimum of interference will be experienced with the operations of the Owner or with traffic, both pedestrian and vehicular, either in the vicinity of or on the project site.
- B. The blocking of thoroughfares shall be kept to a minimum and shall be coordinated with the Construction Representative and authorities have jurisdiction.
- C. The Contractor shall comply with the U.S. Department of Labor-Occupational Safety and Health Administration (OSHA) Occupational Safety and Health Standards, all local and state public safety regulations and provide such safety measures as signs, signals, road blocks, safety lights, railings, guards, temporary walkways, crossings and similar safety equipment as may be required for the adequate protection of the public, the Owner's personnel, workmen engaged on the project, and property.

3.4 WORK VERIFICATION AND FIELD MEASUREMENTS

- A. The Contractor shall verify the voltage, phase, full-load current and exact location of all electrical equipment before rough-in.
- B. The Contractor shall note that the configuration and dimensions of actual equipment may vary from that shown on the Drawings depending on the equipment supplied. The Contractor shall be responsible for making the necessary modifications to connecting conduit, bases, etc. required by the equipment supplied.
- C. All dimensions and clearances affecting the installation of work shall be verified at the project site in relation to established datum, to existing items and conditions, and to the work of other trades.
- D. The Contractor shall assume responsibility for proper installation of materials in the space available.
- E. The location of all equipment and systems shall be coordinated to preclude interferences with other construction.
- F. Should interferences occur which will necessitate deviations from layout or dimensions shown on the Drawings, the Construction Representative and/or Engineer shall be notified, and any changes shall be approved before proceeding with the Work.
- G. Where crowded locations exist and where there is a possibility of conflict between the trades, the Contractor shall make composite drawings showing the exact locations of the items in question (pipes, ducts, conduits, equipment, etc.). Drawings shall be based on actual measurements, after consultation and agreement between the trades, and shall be approved by the Engineer before installation of the Work.
- H. The Contractor shall provide all necessary offsets, raises or drops in conduits and fixtures as required by existing conditions at no additional cost to the Owner.

I. The location of all items shall be obtained from the Drawings. The Construction Representative and/or the Engineer shall be allowed to relocate any item within a 10-foot radius from the scaled location on the plans without additional cost to the Owner, provided this is done prior to or during rough-in and before finish installation.

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3.5 ELECTRICAL WORK DEMOLITION AND RELOCATION OF EXISTING EQUIPMENT

A. See Section 260505 – Selective Demolition for Electrical in these Specifications.

3.6 MOUNTING HEIGHTS

- A. Unless otherwise indicated elsewhere in these Specifications or Drawings, mounting heights of wiring devices and equipment shall be in accordance with the following schedule.
- B. The following item mounting heights shall be above finish floor/work platform to the horizontal centerline of the item.

	Item		Mounting Height	
1.	Recep	Receptacles		
	a.	Indoor mechanical/electrical rooms	3 feet 0 inches	
	b.	Outdoors at grade	2 feet 0 inches	

C. The following item mounting heights shall be above finish floor/work platform to the <u>top</u> of the item.

		<u>Item</u>	Mounting Height
1.	Encl	osed switches	
	a.	30-60-100A	5 feet 6 inches
	b.	200-400A	6 feet 0 inches
2.	Panelboard a. 5 feet 8-1/2 inches high or less		6 feet 0 inches
3.	Auto	omatic Transfer Switch	6 feet 0 inches

- D. Any item 5 feet 8-1/2 inches or more in height shall be floor mounted on a concrete equipment pad in accordance with Article 3.8 of this Specification Section, unless otherwise noted.
- E. Any item containing a disconnect switch or circuit breaker that is used as a switch shall be mounted in such a way as for the center of the grip of the operating handle of the switch or circuit breaker, when in its highest position, is not more than 6 feet, 7 inches above the floor or working platform, including the height of the housekeeping pad if one is installed.

3.7 FASTENING TO BUILDING STRUCTURES

A. The methods of attaching or fastening equipment, equipment supports, raceways, or hangers to building structures shall be subject to approval by the Construction Representative at all times.

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B. Support of electrical equipment and raceways shall be provided in accordance with applicable NFPA 70 Articles.

3.8 EQUIPMENT PADS AND ANCHOR BOLTS

- A. Concrete equipment pads shall be provided for all indoor floor-mounted and outdoor grade-mounted electrical equipment.
- B. The size and configuration of the equipment pad(s) and anchor bolt or other fastening requirements shall coordinate with and shall be suitable for the equipment to be installed. The Contractor shall be responsible for coordinating all requirements prior to forming and pouring the concrete.
- C. All concrete work shall conform to the requirements of Division 3 of these Specifications.
- D. Unless otherwise indicated, indoor equipment pads shall be 2 inches larger than the equipment in the front and on both sides and outdoor equipment pads shall be 6 inches larger than the equipment on all around. All equipment pads shall have a 1-inch chamfer all around the top edge.
- E. Equipment pads shall be poured level and shall have a smooth finish.
- F. Unless otherwise indicated, equipment pads located indoors shall be 3-1/2 inches above finished floor and equipment pads located outdoors shall be 5-1/2 inches above finished grade.
- G. Equipment pads shall have size 4 reinforcing steel rods placed 12 inches on center each direction, midway between the top and bottom of the pad.
- H. Indoor equipment pads shall be doweled into the concrete floor using size 4 reinforcing steel rods at the four corners of the pad.
- I. Unless otherwise indicated, all equipment shall be properly anchored to the equipment pad using an approved means of fastening, meeting all seismic requirements of the latest edition of the International Building Code and Section 260548.16 Seismic Controls for Electrical Systems.
- J. Anchor bolts shall be provided where necessary and shall be Type 304 stainless steel or hot-dipped galvanized steel. Installation of anchor bolts shall be in accordance with Sections 260529 – Hangers and Supports for Electrical Systems and 260548.16 – Seismic Controls for Electrical Systems.

3.9 CUTTING, PATCHING AND REPAIRING

A. The Contractor shall be responsible for all cutting required for and resulting from the installation of his work, except where noted otherwise. The Contractor shall patch and repair the holes and restore the surface finish.

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- B. Under no circumstances shall any structural members, load bearing walls, building columns or footings be cut without first obtaining written permission from the Engineer.
- C. Cutting shall be in accordance with the following.
 - 1. <u>Concrete and Masonry:</u> All openings for conduit shall be core drilled. Square or rectangular openings shall be saw cut.
- D. Patching shall be in accordance with the following.
 - 1. <u>Non-fire Rated Concrete and Masonry:</u> Patch the opening with Sika Top 122 Plus (Sika Corp.) non-shrink grout or approved equal, finished smooth with adjacent surface.
 - 2. <u>Fire-rated Construction:</u> In accordance with Section 260533 Raceways and Boxes for Electrical Systems requirements.

3.10 ELECTRICAL TESTS

- A. The Contractor shall, after the installation is completed, visually inspect all items to ascertain that each item is not damaged and is in proper working condition, and shall test all circuits and demonstrate to the satisfaction of the Construction Representative and/or Engineer, the following:
 - 1. That all power and control circuits are continuous and free from short circuits and unspecified grounds.
 - 2. That the resistance to ground of all ungrounded circuits operating below 600 volts is 50 megohms or greater at a test voltage of 1000 VDC.
 - 3. That all circuits are properly connected to the correct phase and in accordance with the Drawings and applicable wiring diagrams. Circuits shall be numbered as shown on the Drawings and connected to equalize the loading on all phases.
 - 4. That all circuits and equipment are operable. Demonstration shall include the proper functioning and operation of each unit to the Owner's satisfaction, and the continuous operation of all power circuits for not less than 24 hours.
 - 5. That all equipment requiring calibration and adjustment has been properly calibrated and adjusted in accordance with its intended function and the manufacturer's recommendations.
 - 6. That all equipment and systems function properly.
 - 7. That the phasing sequence and synchronization is the same throughout the entire electrical system. The Contractor shall be responsible for the correct phase rotation on all motors and devices. Any item that is damaged as a result of improper rotation or phasing shall be replaced by the Contractor at no additional cost to the Owner.
 - 8. That the resistance to ground at all grounding rod locations is five (5) ohms or less in accordance with Section 260526 Bonding and Grounding for Electrical Systems.
- B. Perform all testing specified in all Division 26 Specifications Sections.

C. All tests shall be made after notification to and in the presence of the Construction Representative and/or Engineer and the authorities having jurisdiction, if required.

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- D. The cost of labor, materials, instruments and supplies of any kind required for testing shall be borne by the Contractor.
- E. Before starting up any system, each piece of equipment comprising a part of the system shall be checked for proper lubrication, drive rotation, continuity of controls, and any other condition which could cause damage to equipment or endanger personnel.
- F. Test runs shall be made over the full design load range where possible, or simulated to the satisfaction of the Construction Representative for other conditions. During test runs all necessary adjustments shall be made, controls checked for proper operation, motors checked for possible overload, and the entire system checked by the Contractor for any abnormal condition.
- G. During the test runs and prior to acceptance of any system, the Owner's designated operating personnel shall be instructed in the operation and maintenance of the system.
- H. Material and equipment damaged or shown to be defective during tests, unable to perform at design or rated capacity, or not in accordance with the Specifications shall be repaired or replaced by the Contractor to the full satisfaction of the Construction Representative at no cost to the Owner.

3.11 START UP

- A. All systems shall be completely assembled, tested, adjusted and demonstrated to be ready for operation to the satisfaction of the Construction Representative.
- B. The Contractor shall provide qualified personnel to perform start up assistance and final acceptance testing of all equipment after it has been completely installed and is ready to be energized, prior to applying voltage.
- C. The Contractor shall be responsible for the operation and maintenance, including all costs thereof, for systems or equipment temporarily placed in operation for testing and adjusting purposes, or for the convenience or necessity of the Contractor prior to final acceptance by the Owner.
- D. The Contractor shall instruct the Owner's operating personnel in the operation and maintenance of the electrical equipment during energization but prior to acceptance by the Owner.

3.12 TEMPORARY POWER

- A. Adequate lighting shall be maintained in the areas of construction at all times. The Contractor shall provide, maintain, and remove temporary lighting, minimum of one (1) 100 W incandescent lamp equivalent for every 100 square feet as required.
- B. Obtain temporary power from source designated by Construction Representative. Provide load center with 120 VAC, 20A ground fault circuit interrupter receptacles if/as required.

Install Transfer Switch, Annex Building MSHP General Headquarters Jefferson City, MO

C. All temporary power and lighting shall be in compliance with the NEC and applicable OSHA regulations and shall be maintained and removed by the Contractor when no longer required.

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END OF SECTION 260500

SECTION 260505 - SELECTIVE DEMOLITION FOR ELECTRICAL

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.

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1.2 SCOPE

A. This Section includes demolition and removal of selected portions of facility required for new construction.

1.3 DESCRIPTION OF WORK

- A. Furnish all materials, labor, equipment and services necessary to perform all electrical demolition work.
- B. Work included in this Section includes all demolition work as shown on the Electrical Drawings and as specified herein and as required to complete the Work.

1.4 RELATED SECTIONS

A. Section 260500 – Common Work Results for Electrical

1.5 **DEFINITIONS**

- A. Demolish: Completely remove and legally dispose of off-site.
- B. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
- C. Recycle: Recovery of demolition waste for subsequent processing in preparation for reuse.
- D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- E. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- F. Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner. Include fasteners or brackets needed for reattachment elsewhere.

1.6 SUBMITTALS

A. Schedule of Selective Electrical Demolition Activities: Indicate detailed sequence of selective electrical demolition and removal work, with starting and ending dates for each activity and interruption of electric power services.

B. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.

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- C. Predemolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective electrical demolition operations. Submit before the Work begins.
- D. Disposal Records: If hazardous wastes are removed by Contractor, submit the following:
 - 1. Hazardous Waste Transporter license
 - 2. Permit or license for hazardous waste treatment or disposal facilities
 - 3. Completed Uniform Hazardous Waste Manifest for all shipments
 - 4. Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.7 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241, latest editions.
- C. Prior to beginning demolition, arrange a conference with the Construction Representative to review electrical demolition scope, procedures, schedule and items to be salvaged for the Owner.

1.8 PROJECT CONDITIONS

- A. Owner will occupy the facility during construction. Localized areas to be demolished will be vacated during demolition work. Conduct selective electrical demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Construction Representative of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Hazardous materials are present in the interior of the building to be selectively demolished.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb: immediately notify Engineer and Construction Representative.
 - 2. Hazardous material remediation will be completed as a portion of this contract. This work is anticipated to be sequenced with the proposed phasing of construction activities.
- E. On-site storage or sale of removed items or materials is not permitted.

- F. Utility Service: Maintain electrical service to building during selective electrical demolition operations.
 - 1. Disconnect electrical power only to the items of equipment or the panelboard that is identified for removal under the selective electrical demolition operations.

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1.9 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

1.10 MATERIALS OWNERSHIP

A. Except for items or materials to be reused, salvaged, reinstalled or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option but in compliance with ordinances and regulations related to the materials being disposed.

1.11 COORDINATION

- A. Arrange demolition schedule so as not to interfere with Owner's on-site operations and the operations of adjacent occupied buildings.
- B. Review and finalize selective electrical demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
- C. Review requirements of General Demolition Contractor and work performed by other trades that rely on demolition of electrical circuitry or equipment to allow for structural demolition or removal of equipment.
- D. Review areas where existing electrical circuitry and/or equipment is to remain in place and requires protection.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION & RECORDING OF CONDITIONS

- A. Verify that utilities have been disconnected and capped before starting selective electrical demolition operations.
- B. Survey existing conditions and coordinate and identify the extent of the electrical demolition work required. Record existing conditions using preconstruction photographs.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged. Use photographs to document conditions.

D. When unanticipated site, mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Construction Representative and Engineer.

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E. Perform surveys as the work progresses to detect hazards resulting from the execution of the work.

3.2 COORDINATION

- A. No electrical demolition work shall be performed without prior approval of the Construction Representative.
- B. Electrical demolition work shall be carried on in a manner so as not to interfere with operation of the Owner's facilities.
- C. Any electrical demolition work which interferes with Owner's operation shall be scheduled with the Construction Representative and be subject to the Owner's approval.
- D. Maintain existing services required to avert disruption to the Owner's on-going operations and protect them against damage during the performance of the work.
- E. Do not interrupt existing electrical service to occupied facilities except when authorized in writing by the Construction Representative.
- F. Provide temporary electrical service during interruptions to existing electrical systems, as acceptable to the Construction Representative.
- G. Unless noted otherwise, provide not less than two weeks' notice to the Owner if shutdown of electrical service is required during the execution of the work.
- H. The Contractor shall not remove any material beyond the limits indicated on the Drawings unless given permission to do so by the Construction Representative. Any such material removed shall be replaced by the Contractor at his expense. If the items removed are damaged and/or cannot be satisfactorily reinstalled, new material of like construction shall be furnished and installed by the Contractor at his expense.
- I. All damages to buildings and utilities to remain in place shall be promptly repaired at no cost to the Owner. Repairs and restoration of accidental utility interruptions shall be made <u>before</u> the workmen responsible for the repair and restoration leave the job on the day such interruptions occur.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective electrical demolition and debrisremoval operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

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D. Existing building openings may be used to remove material. No new openings may be made without approval of the Construction Representative.

3.4 PROTECTION

- A. Comply with governing laws, codes, and regulations governing fire protection and environmental protection during electrical demolition operations.
- B. Provide dust control and ventilation as required in areas of electrical demolition.
- C. Execute electrical demolition work, to protect adjacent areas against damage which might occur from falling debris or other causes; do not interfere with the use of, operations in, or around adjacent areas; maintain free and safe passage of persons around the areas of electrical demolition.
- D. Provide temporary handrail, barricades, floor plates, etc. as required to provide protection for open elevated platforms, holes, etc. created by the electrical demolition work.
- E. Premises shall be maintained and protected from all unsafe or hazardous conditions at all times.
- F. Protect existing surfaces, active utility services, and equipment which are to remain in place.
- G. Protect lighting fixtures, exit signs, fire alarm devices and other items that are to remain in place from damage during demolition and construction operations. Exposed fixtures and devices shall have a plastic bag or other suitable covering affixed over the item to protect from dust and paint splatters.

3.5 DUST CONTROL

- A. Contractor shall use temporary enclosures and other suitable methods as necessary to limit the amount of dust and dirt carrying over to other parts of the Owner's property.
- B. Adequacy of the dust control methods shall be subject to the approval of the Construction Representative.
- C. Areas of major electrical demolition inside the Owner's property shall be enclosed by means of temporary walls constructed of wood framing with plywood or 6 mil polyethylene sheets.
- D. Temporary enclosures shall be removed by the Contractor upon completion of the electrical demolition work unless otherwise directed by the Construction Representative.

3.6 ELECTRICAL DEMOLITION - GENERAL

A. Remove all work indicated on the Drawings and as required to complete the new work indicated.

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- B. During electrical demolition operations, keep areas adjacent to electrical demolition work free of dust and debris.
- C. During electrical demolition operations, if suspected hazardous materials or conditions are uncovered, stop work in that area, and inform the Construction Representative.
- D. At concealed spaces, such as hollow walls, ducts, and pipe interiors, verify condition and contents of hidden space before starting electrical demolition operations.
- E. Neatly cut openings and holes plumb, square and true to dimensions, required.
- F. Use cutting methods least likely to damage construction to remain or adjoining construction.
- G. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
- H. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
- I. Do not use cutting torches until work area is cleared of flammable materials.
- J. Maintain portable fire-suppression devices during flame-cutting operations.
- K. Contractor shall take care when using a torch to cut steel welded or bolted to structural members so as to cut flush with but not damage the structural members.
- L. All hanger and support material for demolished piping and conduit shall be removed back to the primary structural support member. Grind connection to primary member smooth and touch up with paint to match adjacent surface.
- M. All elevated equipment and materials to be demolished shall be carefully lowered (not dropped) by means of temporary riggings. Contractor shall not overload any elements of existing structure during the rigging operation.
- N. Locate selective electrical demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- O. Dispose of demolished items and materials promptly.

3.7 ELECTRICAL DEMOLITION

A. Protect existing electrical equipment and installations indicated to remain. If damaged or disturbed in the course of the Work, remove damaged portions and install new products of equal capacity, quality and functionality.

B. The Contractor shall use caution in the demolition of electrical systems and shall inform himself of the status (active, inactive) of all electrical systems to be demolished prior to proceeding.

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- C. Prior to breaking or cutting conduit within the demolition area, the Contractor shall ascertain that the system has been identified or shown on the Drawings to be wrecked under this Contract. Contact the Construction Representative for clarification prior to demolishing or wrecking questionable items.
- D. The Contractor shall remove, cap and/or relocate equipment, outlets, lighting fixtures, conduit, wire, etc., as specified or as shown on the Drawings and as may become necessary because of existing field conditions at no additional cost to Owner.
- E. All existing lighting fixtures, switches, receptacles, outlets, etc., shall be removed as required to complete the work and blank covers provided over the outlets, unless otherwise noted.
- F. Properly dispose of all lighting fixture lamps and ballasts in accordance with all applicable Federal, State, and local laws and regulations.
- G. All concealed conduit for circuits which are partially or completely abandoned may remain in place. Remove all wiring for concealed circuits that are to be completely abandoned and cut and remove concealed conduit 2 inches below the surface of adjacent construction. Cap conduits and patch surface to match existing finish and fire rating. Exposed conduit for abandoned circuits shall be removed, unless otherwise noted.
- H. Exposed conduit containing circuits which are to be retained shall remain in place, unless otherwise indicated or required.
- I. Wiring for existing circuits which must be rerouted, or which are partially abandoned, shall be reconnected to service the outlets/loads remaining on the circuit.
- J. All wiring for a circuit which is to be removed or abandoned shall be removed back to the panel which supplied the circuit.
- K. Completely remove all hangers and supports to building structure. Grind off stubs without damaging parent material (steel, concrete, etc.) and touch up paint as required.
- L. All abandoned or remaining empty conduit with open ends resulting from demolition work shall be promptly capped, plugged, or sealed.
- M. All open conduit knockouts, holes or unused hubs in electrical boxes and enclosures shall be properly plugged with suitable blanking devices that maintain the NEMA rating of the box or enclosure. Provide NEMA 12 gasketed hole seal in all unused conduit openings in the top and sides of all switchboard and panelboard enclosures.

3.8 CONCRETE AND MASONRY DEMOLITION

A. Demolish concrete and masonry in small sections.

B. Cut concrete and masonry at junctures with construction to remain, using power driven masonry saw or hand tools. Do not use power-driven impact tools.

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3.9 PATCHING

- A. All holes or openings in floors, walls or ceilings resulting from electrical demolition shall be properly sealed with material similar to the adjacent surface/finish. Patch holes in concrete floors and ceilings where conduits are removed using non-shrink epoxy grout or concrete material to match existing surfaces and construction. Patch holes in walls and partitions where conduits are removed to match existing construction and finish.
- B. All rough edges of openings created by electrical demolition shall be promptly patched to create a finished surface.
- C. Openings in concrete shall be patched with cement mortar.
- D. Openings in masonry shall be patched by toothing in masonry units to match existing.
- E. Maintain the fire rating of all floors, walls, partitions and ceilings when patching.

3.10 REMOVED AND SALVAGED ITEMS

- A. Carefully remove and clean salvaged items.
- B. Pack or crate items after cleaning. Identify contents of containers.
- C. Store items in a secure area until delivery to Owner.
- D. Transport items to Owner's storage area as directed by Construction Representative.
- E. Protect items from damage during transport and storage.

3.11 REMOVED AND REINSTALLED ITEMS

- A. Carefully remove items to be reinstalled.
- B. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
- C. Pack or crate items after cleaning and repairing. Identify contents of containers.
- D. Protect items from damage during transport and storage.
- E. Reinstall items in locations indicated.
- F. Comply with installation requirements for new materials and equipment.
- G. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

H. If the items removed are damaged and/or cannot be satisfactorily reinstalled, new material of like construction shall be furnished and installed by the Contractor at his expense.

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3.12 EXISTING ITEMS TO REMAIN

- A. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective electrical demolition.
- B. When permitted by Construction Representative, items may be removed to a suitable, protected storage location during selective electrical demolition and reinstalled in their original locations after selective electrical demolition operations are complete.

3.13 DISPOSAL

- A. All debris resulting from electrical demolition operations shall become the property of the Contractor and shall be removed daily from the Owner's property unless otherwise permitted by the Construction Representative.
- B. Storage of removed materials on site will not be permitted.
- C. Sale of removed materials on-site will not permitted.
- D. Transport demolished materials off Owner's property and dispose of legally in accordance with Federal, State, and local laws and regulations.
- E. Upon completion of work, remove tools, materials, apparatus, and rubbish. Leave area clean, neat, and orderly.

3.14 CLEANING

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

3.15 HAZARDOUS MATERIALS

- A. The Owner, to the best of his knowledge, has identified hazardous materials such as friable asbestos or lead in the work areas.
- B. Should the Contractor discover additional material requiring removal which is suspected to contain hazardous materials, do not disturb.
- C. Contact and consult with the Construction Representative prior to proceeding. The Construction Representative shall direct the Contractor how to proceed.

END OF SECTION 260505

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

State Project Number: R2320-01

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Copper building wire.
- 2. Aluminum building wire.
- 3. Connectors and splices.

1.2 ACTION SUBMITTALS

A. Product Data:

- 1. Copper building wire.
- 2. Aluminum building wire.
- 3. Connectors and splices.

1.3 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Standards:

- 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- 2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- C. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.

D. Conductor Insulation:

- 1. Type NM. Comply with UL 83 and UL 719.
- 2. Type RHH and Type RHW-2. Comply with UL 44.
- 3. Type THHN and Type THWN-2. Comply with UL 83.
- 4. Type THW and Type THW-2. Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
- 5. Type UF. Comply with UL 83 and UL 493.
- 6. Type XHHW-2. Comply with UL 44.

1.4 ALUMINUM BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn aluminum current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

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- 2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- C. Conductors: Aluminum, complying with ASTM B800 and ASTM B801.

D. Conductor Insulation:

- 1. Type NM. Comply with UL 83 and UL 719.
- 2. Type RHH and Type RHW-2. Comply with UL 44.
- 3. Type THHN and Type THWN-2. Comply with UL 83.
- 4. Type THW and Type THW-2. Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
- 5. Type XHHW-2. Comply with UL 44.

1.5 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
 - 1. Material: Copper.
 - 2. Type: Two hole with standard barrels.
 - 3. Termination: Compression.

PART 2 - EXECUTION

2.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders:

 Copper for feeders smaller than No. 4 AWG; copper or aluminum for feeders No. 4 AWG and larger. Conductors must be solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits:

- 1. Copper:
 - a. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

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- C. ASD Output Circuits Cable: Extra-flexible stranded for all sizes.
- D. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

2.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN/THWN-2, single conductors in raceway.
- B. Exposed Feeders: Type XHHW-2, single conductors in raceway.
- C. Feeders in Cable Tray: Type THHN/THWN-2, single conductors in raceway.
- D. Exposed Branch Circuits, Including in Crawlspaces: Type THHN/THWN-2, single conductors in raceway.
- E. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type XHHW-2, single conductors in raceway.
- F. Branch Circuits in Cable Tray: Type THHN/THWN-2, single conductors in raceway.

2.3 INSTALLATION, GENERAL

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points in accordance with Section 260533.13 "Conduits for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

G. Complete cable tray systems installation according to Section 260536 "Cable Trays for Electrical Systems" prior to installing conductors and cables.

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2.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torquetightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inch (150 mm) of slack.

2.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

2.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

2.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."
- B. Tests and Inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors and conductors feeding the following critical equipment and services for compliance with requirements:
 - 2. Perform each of the following visual and electrical tests:

a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.

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- b. Test bolted connections for high resistance using one of the following:
 - 1) A low-resistance ohmmeter.
 - 2) Calibrated torque wrench.
 - 3) Thermographic survey.
- c. Inspect compression-applied connectors for correct cable match and indentation.
- d. Inspect for correct identification.
- e. Inspect cable jacket and condition.
- f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500 V(dc) for 300 V rated cable and 1000 V(dc) for 600 V rated cable for a one-minute duration.
- g. Continuity test on each conductor and cable.
- h. Uniform resistance of parallel conductors.
- C. Cables will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports to record the following:
 - 1. Procedures used.
 - 2. Results that comply with requirements.
 - 3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

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PART 1 - GENERAL

1.1 SUMMARY

A. Section includes grounding and bonding systems and equipment.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

- A. Insulated Conductors: Copper 250 KCM and smaller wire or cable insulated for 600 V unless otherwise indicated on plans, required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 - 4. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 5. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
 - 6. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.3 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

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- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.4 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel; 5/8 by 96 inches.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger unless otherwise indicated.
- B. Install a separate grounding (green wire) in all raceways and cable.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Single-phase motor and appliance branch circuits.
 - 5. Three-phase motor and appliance branch circuits.

3.3 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

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- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.

END OF SECTION 260526

SECTION 260533 RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

1.1 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Surface raceways.
 - 5. Boxes, enclosures, and cabinets.

1.2 METAL CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. GRC: Comply with ANSI C80.1 and UL 6.
- C. ARC: Comply with ANSI C80.5 and UL 6A.
- D. IMC: Comply with ANSI C80.6 and UL 1242.
- E. EMT: Comply with ANSI C80.3 and UL 797.
- F. FMC: Comply with UL 1; zinc-coated steel or aluminum.
- G. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- H. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 - 2. Fittings for EMT:
 - a. Material: Steel or die cast.
 - b. Type: Setscrew or compression.
 - 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
- I. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

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1.3 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

A. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

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- B. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- C. LFNC: Comply with UL 1660.
- D. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- E. Fittings for LFNC: Comply with UL 514B.

1.4 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 Type 3R unless otherwise indicated, and sized according to NFPA 70.
 - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

1.5 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- D. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, with gasketed cover.

G. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

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- H. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.
- I. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 Type 3R with continuous-hinge cover with flush lockable latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

J. Cabinets:

- 1. NEMA 250, Type 1 Type 3R galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
- 2. Hinged door in front cover with flush latch and concealed hinge.
- 3. Key latch to match panelboards.
- 4. Metal barriers to separate wiring of different systems and voltage.
- 5. Accessory feet where required for freestanding equipment.

1.6 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed Conduit: GRC.
 - 2. Concealed Conduit, Aboveground: GRC, IMC, EMT.
 - 3. Underground Conduit: RNC, Type EPC-40-PVC, or as indicated.
 - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 - 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated.
 - 1. Exposed, Not Subject to Physical Damage: EMT for 600 volt and less.
 - 2. Exposed: GRC or IMC medium voltage systems.
 - 3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 - 4. Damp or Wet Locations: GRC or IMC.
 - 5. Boxes and Enclosures: NEMA 250, Type 1.
- C. Minimum Raceway Size: 1/2-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings. Comply with NEMA FB 2.10.

2. EMT: Use setscrew or compression, steel or cast-metal fittings. Comply with NEMA FB 2.10.

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3. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

1.7 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- C. Install no more than the equivalent of three 90-degree bends in any conduit run. Support within 12 inches of changes in direction.
- D. Install conduits parallel or perpendicular to building lines. Conduits, associated hardware and boxes shall be clear of access panels and equipment maintenance areas.
- E. Support conduit within 12 inches of enclosures to which attached.
- F. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- G. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- H. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- I. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- J. Locate boxes so that cover or plate will not span different building finishes.
- K. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

1.8 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

1.9 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

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2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260553 IDENTIFICATION FOR ELECTRICAL SYSTEMS

1.1 SUMMARY

A. Section Includes:

- 1. Identification for raceways.
- 2. Identification of power and control cables.
- 3. Identification for conductors.
- 4. Underground-line warning tape.
- 5. Warning labels and signs.
- 6. Instruction signs.
- 7. Equipment identification labels, including arc-flash warning labels.
- 8. Miscellaneous identification products.

1.2 ACTION SUBMITTALS

- A. Product Data.
 - 1. Provide product sample and example for tags, labels and nameplates.

1.3 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1.
- B. Comply with NFPA 70.
- C. Comply with ANSI Z535.4 for safety signs and labels.
- D. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.4 COLOR AND LEGEND REQUIREMENTS

- A. Warning labels and signs shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER ELECTRICAL SHOCK HAZARD EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING OSHA REGULATION AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES".
 - 3. Warning signs or labels for arc flash, hazard, multiple services and voltages, and others.

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1.5 LABELS

A. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.

B. Self-Adhesive Labels:

1. Vinyl, thermal, transfer-printed, 3-mil thick, multicolor, weather- and UV-resistant, pressuresensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

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a. Nominal Size: 3.5-by-5-inch.

1.6 TAPES AND STENCILS:

- A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils thick by 1 to 2 inches wide; compounded for outdoor use.
- C. Floor Marking Tape: 2-inch- wide, 5-mil pressure-sensitive vinyl tape, with yellow and black stripes and clear vinyl overlay.
- D. Underground-Line Warning Tape
 - 1. Tape:
 - a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical utility lines.
 - b. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.

2. Color and Printing:

- a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.
- b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE".

1.7 TAGS

- A. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking cable tie fastener.
- B. Write-On Tags:

1. Polyester Tags: 0.010 inch thick, with corrosion-resistant grommet and cable tie for attachment to raceway, conductor, or cable.

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- 2. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
- 3. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

1.8 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch.
 - 2. Tensile Strength at 73 deg F according to ASTM D 638: 12,000 psi.
 - 3. Temperature Range: Minus 40 to plus 185 deg F.
 - 4. Color: Black, except where used for color-coding.

1.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

1.10 INSTALLATION

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Apply identification devices to surfaces that require finish after completing finish work.
- C. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- D. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.
- E. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
- F. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 12 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.

1.11 IDENTIFICATION SCHEDULE

A. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels containing the wiring system legend and system voltage. System legends shall be as follows:

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- 1. "EMERGENCY POWER."
- 2. "POWER."
- 3. "GENERATOR."
- B. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker-tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- C. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- D. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting:
 - 1. Comply with 29 CFR 1910.145.
 - 2. Identify system voltage with black letters on an orange background.
 - 3. Apply to exterior of door, cover, or other access.
 - 4. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:
 - a. Power-transfer switches.
 - b. Controls with external control power connections.
- E. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- F. Emergency Operating Instruction Signs: Install instruction signs with white legend on a black background with minimum 3/8-inch-high letters for emergency instructions at equipment used for power transfer.
- G. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
 - 1. Labeling Instructions:

a. Indoor Equipment: Engraved, laminated acrylic or melamine plastic label, punched or drilled for mechanical fasteners. Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high.

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- b. Outdoor Equipment: Engraved, laminated acrylic or melamine label or stenciled legend 2 inches high.
- c. Unless labels are provided with self-adhesive means of attachment, fasten them with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

END OF SECTION 260553

SECTION 263600 – TRANSFER SWITCHES

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.

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1.2 SUMMARY

- A. Section includes the following:
 - 1. Automatic transfer switches.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, weights, operating characteristics, furnished specialties, and accessories.
- B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.
 - 1. Single-Line Diagram: Show connections between automatic transfer switch, power sources, and load; and show interlocking provisions for automatic transfer switch.
 - 2. Riser Diagram: Show interconnection wiring between transfer switches, bypass/isolation switches, annunciators, and control panels.

1.4 INFORMATIONAL SUBMITTALS

- A. Oualification Data: For manufacturer.
- B. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 007213 "General Conditions", Article 3.5 "Operation and Maintenance Manuals", include the following:
 - 1. Features and operating sequences, both automatic and manual.
 - 2. List of all factory settings of relays; provide relay-setting and calibration instructions, including software, where applicable.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: Maintain a service center capable of providing training, parts, and emergency maintenance repairs within a response period of less than eight hours from time of notification.

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- B. Source Limitations: Obtain automatic transfer switches through one source from a single manufacturer.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with NEMA ICS 1.
- E. Comply with NFPA 70.
- F. Comply with NFPA 110.
- G. Comply with UL 1008 unless requirements of these Specifications are stricter.

1.7 FIELD CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service:
 - 1. Notify Construction Representative no fewer than (72) hours in advance of proposed interruption of electrical service.
 - 2. Do not proceed with interruption of electrical service without Construction Representative's written permission.

1.8 COORDINATION

A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Section 033000 "Cast-in-Place Concrete."

1.9 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace automatic transfer switches that fail in materials or workmanship within specified warranty period.
 - 1. Automatic Transfer Switch Warranty Period: 12 months from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURED UNITS

A. Automatic Transfer Switches shall be by Kohler Power Systems, Eaton, Caterpillar, GE, ASCO, Russelectric, or equal.

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2.2 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

- A. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer, including tungsten filament lamp loads not exceeding 30 percent of switch ampere rating, unless otherwise indicated.
- B. Tested Fault-Current Closing and Withstand Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.
 - 1. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.
- C. Solid-State Controls: Repetitive accuracy of all settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.
- D. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltagesurge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- E. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions.
- F. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
 - 1. Limitation: Switches using molded-case switches or circuit breakers or insulated-case circuit-breaker components are not acceptable.
 - 2. Switch Action: Double throw; mechanically held in both directions.
 - 3. Contacts: Silver composition or silver alloy for load-current switching. Conventional automatic transfer-switch units, rated 225 A and higher, shall have separate arcing contacts.
- G. Neutral Switching: Where four-pole switches are indicated, provide neutral pole switched simultaneously with phase poles.
- H. Heater: Equip switches exposed to outdoor temperatures and humidity, and other units indicated, with an internal heater. Provide thermostat within enclosure to control heater.
- I. Factory Wiring: Train and bundle factory wiring and label, consistent with Shop Drawings, either by color-code or by numbered or lettered wire and cable tape markers at terminations. Color-coding and wire and cable tape markers are specified in Section 260553 "Identification for Electrical Systems."

1. Designated Terminals: Pressure type, suitable for types and sizes of field wiring indicated.

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- 2. Power-Terminal Arrangement and Field-Wiring Space: Suitable for top, side, or bottom entrance of feeder conductors as indicated.
- 3. Control Wiring: Equipped with lugs suitable for connection to terminal strips.
- J. Enclosures: General-purpose NEMA 250, Type 3R, complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

2.3 AUTOMATIC TRANSFER SWITCHES

- A. Automatic transfer switches shall be listed for emergency use.
- B. Automatic transfer switches shall be electrically operated and mechanically held.
- C. Switching Arrangement: Double-throw type, incapable of pauses or intermediate position stops during normal functioning, unless otherwise indicated.
- D. Manual Switch Operation: Under load, with door closed and with either or both sources energized. Transfer time is same as for electrical operation. Control circuit automatically disconnects from electrical operator during manual operation.
- E. Manual Switch Operation: Unloaded. Control circuit automatically disconnects from electrical operator during manual operation.
- F. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts operates in advance of retransfer to normal source. Interval is adjustable from 1 to 30 seconds.
- G. Digital Communication Interface: Matched to capability of remote annunciator or annunciator and control panel.

H. Automatic Transfer-Switch Features:

- 1. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage is adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
- 2. Adjustable Time Delay: For override of normal-source voltage sensing to delay transfer and engine start signals. Adjustable from zero to six seconds, and factory set for one second.
- 3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.
- 4. Time Delay for Retransfer to Normal Source: Adjustable from 0 to 30 minutes, and factory set for 10 minutes to automatically defeat delay on loss of voltage or

sustained undervoltage of emergency source, provided normal supply has been restored.

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- 5. Test Switch: Simulate normal-source failure.
- 6. Switch-Position Pilot Lights: Indicate source to which load is connected.
- 7. Source-Available Indicating Lights: Supervise sources via transfer-switch normal-and emergency-source sensing circuits.
 - a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
 - b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."
- 8. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
- 9. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.
- 10. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
- 11. Engine Shutdown Contacts: Time delay adjustable from zero to five minutes, and factory set for five minutes. Contacts shall initiate shutdown at remote enginegenerator controls after retransfer of load to normal source.
- 12. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods are adjustable from 10 to 30 minutes. Factory settings are for 30-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:
 - a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
 - b. Push-button programming control with digital display of settings.
 - c. Integral battery operation of time switch when normal control power is not available.

2.4 REMOTE ANNUNCIATOR SYSTEM

- A. Functional Description: Remote annunciator panel shall annunciate conditions for indicated transfer switches. Annunciation shall include the following:
 - 1. Sources available, as defined by actual pickup and dropout settings of transferswitch controls.
 - 2. Switch position.
 - 3. Switch in test mode.

4. Failure of communication link.

2.5 SOURCE QUALITY CONTROL

A. Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

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PART 3 - EXECUTION

3.1 INSTALLATION

- A. Design each fastener and support to carry load indicated by seismic requirements and according to manufacturer's seismic-restraint details.
- B. Identify components according to Section 260553 "Identification for Electrical Systems."
- C. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

3.2 CONNECTIONS

- A. Wiring to Remote Components: Match type and number of cables and conductors to control and communication requirements of transfer switches as recommended by manufacturer. Increase raceway sizes at no additional cost to Owner if necessary to accommodate required wiring.
- B. Wiring Method: Install cables in raceways except within electrical enclosures. Conceal raceway and cables except in unfinished spaces.
- C. Final connections to equipment shall be made with liquidtight, flexible metallic conduit no more than 18 inches (457 mm) in length.

3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform the following tests and inspections:
 - 1. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 3. After energizing circuits, demonstrate interlocking sequence and operational function.

a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.

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- b. Simulate loss of phase-to-ground voltage for each phase of normal source.
- c. Verify time-delay settings.
- d. Verify pickup and dropout voltages by data readout or inspection of control settings.
- e. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
- C. Coordinate tests with tests of generator and run them concurrently.
- D. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- E. Remove and replace malfunctioning units and retest as specified above.
- F. Prepare test and inspection reports.

3.4 **DEMONSTRATION**

A. Train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment as specified below.

END OF SECTION 263600