PROJECT MANUAL

Sidewalk and Drainage Improvements
First Missouri State Capitol State Historic Site
St. Charles, Missouri

Designed By: SWT Design
7722 Big Bend Blvd.
St. Louis, MO 63119

Date Issued: March 31, 2021

Project No.: X2101-01
SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: X2101-01

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:

03/31/2021
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SECTION 000115 – LIST OF DRAWINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 LIST OF DRAWINGS

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

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END OF SECTION 000115
SECTION 001116 - INVITATION FOR BID

1.0 OWNER:
A. The State of Missouri
   Office of Administration,
   Division of Facilities Management, Design and Construction
   Jefferson City, Missouri

2.0 PROJECT TITLE AND NUMBER:
A. First Missouri State Capitol State Historic Site
   Sidewalk and Drainage Improvements
   St. Charles, Missouri
   Project No.: X2101-01

3.0 BIDS WILL BE RECEIVED:
A. Until: 1:30 PM, Thursday, June 3, 2021
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 consists of replacement of the flagstone sidewalk with a new sidewalk that facilitates pedestrian activities and site visitation, meets requirements of the ADA, incorporates improvements to the site interpretive center entrance, and conveys storm water away from the historic structure.
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, Monday, May 24, 2021, at 200 South Main Street, St. Charles, 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: SWT Design, Klaus-Dieter Rausch, phone # (314) 644-5700
B. Project Manager: Sandra Walther, phone # (573) 257-7322

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 before access is granted to the solicitation details and bidding is possible; however, the bidder can review a summary of the project by selecting “Bid Board” and then checking off “Open” under “Status” and “OA-FMDC-Contracts Chapter 8” under “Organization” in the boxes shown on the left margin.

B. Once registered, log in.
2. Under “Filter by Agency” select “OA-FMDC-Contracts Chapter 8.”
4. Above the dark blue bar, select “Other Active Opportunities.”
5. 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.

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, we encourage you to submit a fake bid early. Label the fake bid as such to distinguish it from the real bid. The contracts person you contact will let you know if your “bid” was received successfully. Please contact Paul Girouard: 573-751-4797, paul.girouard@oa.mo.gov OR Mandy Roberson: 573-522-0074.

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.
IMPORTANT REMINDER REGARDING REQUIREMENT FOR OEO CERTIFICATION

A. SECTION 002113 – INSTRUCTIONS TO BIDDERS: Article 14.0, Section D1:

As of July 1, 2020, all MBE, WBE, and MBE/WBE contractors, subcontractors, and suppliers must be certified by the State of Missouri, Office of Equal Opportunity. No certifications from other Missouri certifying agencies will be accepted.
SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

A. If awarded a contract, the Bidder’s employees, and the employees of all subcontractors, who perform the work on the project, will be required to undergo a fingerprint background check and obtain a State of Missouri identification badge prior to beginning work on site. The Bidder should review the information regarding this requirement in Section 013513 – Site Security and Health Requirements prior to submitting a bid.

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.

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

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

B. All bids shall be submitted without additional terms and conditions, modification or reservation on the bid forms with each space properly filled. Bids not on these forms will be rejected.

C. All bids shall be accompanied by a bid bond executed by the bidder and a duly authorized surety company, certified check, cashier's check or bank draft made payable to the Division of Facilities Management, Design and Construction, State of Missouri, in the amount indicated on the bid form, Section 004113. Failure of the contractor to submit the full amount required shall be sufficient cause to reject his bid. The bidder agrees that the proceeds of the check, draft or bond shall become the property of the State of Missouri, if for any reason the bidder withdraws his bid after closing, or if on notification of award refuses or is unable to execute tendered contract, provide an acceptable performance and payment bond, provide evidence of required insurance coverage and/or provide required copies of affirmative action plans within ten (10) working days after such tender.

D. The check or draft submitted by the successful bidder will be returned after the receipt of an acceptable performance and payment bond and execution of the formal contract. Checks or drafts of all other bidders will be returned within a reasonable time after it is determined that the bid represented by same will receive no further consideration by the State of Missouri. Bid bonds will only be returned upon request.

6.0 - SIGNING OF BIDS

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

B. A bid from a partnership or joint venture shall require only one signature of a partner, an officer of the joint venture authorized to bind the venture or an attorney-in-fact. If the bid is signed by an officer of a joint venture or an attorney-in-fact, a document evidencing the individual's authority to execute contracts should be included with the bid form.

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

D. A bid from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written. Title of office held by the person signing for the corporation shall appear, along with typed name of said individual. Corporate license number shall be provided and, if a corporation organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached. In addition, for corporate proposals, the President or Vice-President should sign as the bidder. If the signator is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signator has the legal authority to bind the corporation.
E. A bid should contain the full and correct legal name of the Bidder. If the Bidder is an entity registered with the Missouri Secretary of State, the Bidder’s name on the bid form should appear as shown in the Secretary of State’s records.

F. The Bidder should include its corporate license number on the Bid Form and, if the corporation is organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached to the bid form.

7.0 - RECEIVING BID SUBMITTALS

A. It is the bidder’s sole responsibility to assure receipt by Owner of bid submittals by the date and time specified in the Invitation for Bid. Bids received after the date and time specified shall not be considered by the Owner.

B. Bids must be submitted through the MissouriBUYS statewide eProcurement system (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. In awarding the contract the Owner may take into consideration the bidder's skill, facilities, capacity, experience, responsibility, previous work record, financial standing and the necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet the requirements mentioned above may be cause for rejection of his bid. However, no contract will be awarded to any individual, partnership or corporation, who has had a contract with the State of Missouri declared in default within the preceding twelve months.

D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the low bidder.

E. No bid shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage, submittal of executed Section 004541, Affidavit of Work Authorization form, documentation evidencing enrollment and participation in a federal work authorization program has been received and an affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.

F. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.

G. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Bid Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.

H. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.

I. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful bidder certifies that he has complied with all applicable provisions of Section 285.230-234.

J. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of $5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Section-004541, Affidavit of Work Authorization is located on the MissouriBUYS solicitation for this project. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding a E-Verify is located at 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:


13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

A. By signing the bid form and submitting a bid on this project, the Bidder certifies that it will use American and Missouri products as set forth in Article 1.7 of the General Conditions. Bidders are advised to review those requirements carefully prior to bidding.

B. A preference shall be given to Missouri firms, corporations or individuals, or firms, corporations or individuals that maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.

C. Pursuant to Section 34.076, RSMo, a contractor or Bidder domiciled outside the boundaries of the State of Missouri shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor or Bidder domiciled in Missouri as would be required for such a Missouri domiciled contractor or Bidder to succeed over the bidding contractor or Bidder domiciled outside Missouri on a like contract or bid being let in the person's domiciliary state and, further, the contractor or Bidder domiciled outside the boundaries of Missouri shall be required to submit an audited financial statement as would be required of a Missouri domiciled contractor or Bidder on a like contract or bid being let in the domiciliary state of that contractor or Bidder.

14.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

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

15.0 - MBE/WBE/SDVE INSTRUCTIONS

A. Definitions:

1. “MBE” means a Minority Business Enterprise.

2. “MINORITY” has the same meaning as set forth in 1 C.S.R. 10-17.010.

3. “MINORITY BUSINESS ENTERPRISE” has the same meaning as set forth in section 37.020, RSMo.


5. “WOMEN’S BUSINESS ENTERPRISE” has the same meaning as set forth in section 37.020, RSMo.


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/oeo/). 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 (http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteranbusiness-enterprise-sdve-information) or the Department of Veterans Affairs’ directory (https://www.vip.vetbiz.gov/).

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

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

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

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

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

https://www.vip.vetbiz.va.gov
THIS AGREEMENT, made (DATE) by and between:

Contractor Name and Address
hereinafter called the "Contractor,"

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

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: Sidewalk and Drainage Improvements
First Missouri State Capitol State Historic Site
St. Charles, Missouri

Project Number: X2101-01

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 completion date is JULY 23, 2021. 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 $500.00 per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.
ARTICLE 4. CONTRACT SUM
The Owner shall pay the Contractor for the prompt, faithful and efficient performance of the conditions and undertakings of this contract, subject to additions, and deductions as provided herein, in current funds the sum of:

- Base Bid: $  
- Alternate No. 1: $  

TOTAL CONTRACT AMOUNT: ($CONTRACT AMOUNT)

ARTICLE 5. PREVAILING WAGE RATE
It is understood and agreed by and between the parties that not less than the prevailing hourly rate of wages shall be paid for work of a similar character 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 in the locality in which the work is performed, both as determined by the Department of Labor and Industrial Relations or as determined by the court on appeal, to all workmen employed by or on behalf of the Contractor or any subcontractor, exclusive of maintenance work. Only such workmen as are directly employed by the Contractor or his subcontractors, in actual construction work on the site shall be deemed to be employed.

When the hauling of materials or equipment includes some phase of the construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed to be employed directly on the project and entitled to the prevailing wage.

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:

<table>
<thead>
<tr>
<th>MBE/WBE/SDVE Firm</th>
<th>Subcontract Amt: $</th>
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<tbody>
<tr>
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</table>

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

Contract documents shall consist of the following component parts:

1. Division 0, with executed forms
2. Division 1
3. Executed Construction Contract Form
4. The Drawings
5. The Technical Specifications
6. Addenda
7. Contractor's Proposal as accepted by the Owner

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

APPROVED:

Mark Hill, P.E., Director
Division of Facilities Management,
Design and Construction

Contractor’s Authorized Signature

I, Corporate Secretary, certify that I am Secretary of the corporation named above and that (CONTRACTOR NAME), who signed said contract on behalf of the corporation, was then (TITLE) of said corporation and that said contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Secretary
First being duly sworn on oath states: that

he/she is the ☐ sole proprietor ☐ partner ☐ officer or ☐ manager or managing member of

NAME

a ☐ sole proprietorship ☐ partnership
☐ limited liability company (LLC)

or ☐ corporation, and as such, said proprietor, partner, or officer is duly authorized to make this affidavit on behalf of said sole proprietorship, partnership, or corporation; that under 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

STATE OF

COUNTY (OR CITY OF ST. LOUIS)

USE RUBBER STAMP IN CLEAR AREA BELOW

SUBSCRIBED AND SWORN BEFORE ME, THIS DAY OF YEAR

MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)
SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT we ____________________________________________________
as principal, and ___________________________________________________________________________________
_____________________________________________________________as Surety, are held and firmly bound unto the
STATE OF MISSOURI. in the sum of ___________________________________ Dollars ($                                          )
for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the ______________________________________
day of_______________________________________, 20_________, enter into a contract with the State of Missouri for
_________________________________________________________________________________________________
________________________________________________________________ _________________________________
_________________________________________________________________________________________________
(Insert Project Title and Number)

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

IN WITNESS WHEREOF, the above bounden parties have executed the within instrument this ________________ day of
___________________________, 20 ___.

AS APPLICABLE:

AN INDIVIDUAL

Name: ______________________________________
Signature: ______________________________________

A PARTNERSHIP

Name of Partner: ______________________________________
Signature of Partner: ______________________________________

Name of Partner: ______________________________________
Signature of Partner: ______________________________________

CORPORATION

Firm Name: ______________________________________
Signature of President: ________________________________

SURETY

Surety Name: ______________________________________
Attorney-in-Fact: ______________________________________
Address of Attorney-in-Fact: ________________________________
Telephone Number of Attorney-in-Fact: ________________________________
Signature Attorney-in-Fact: ________________________________

NOTE: Surety shall attach Power of Attorney
STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION

PRODUCT SUBSTITUTION REQUEST

CHECK APPROPRIATE BOX

☐ SUBSTITUTION PRIOR TO BID OPENING
   (Minimum of (5) working days prior to receipt of Bids as per Article 4 – Instructions to Bidders)

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

FROM:  BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO:  ARCHITECT/ENGINEER (PRINT COMPANY NAME)

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

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

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

☐ Sample

☐ Sample will be sent, if requested

QUALITY COMPARISON

<table>
<thead>
<tr>
<th>SPECIFIED PRODUCT</th>
<th>SUBSTITUTION REQUEST</th>
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<tbody>
<tr>
<td>NAME, BRAND</td>
<td></td>
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<td>CATALOG NO.</td>
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<td>MANUFACTURER</td>
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<td>VENDOR</td>
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PREVIOUS INSTALLATIONS

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>ARCHITECT/ENGINEER</th>
</tr>
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<tbody>
<tr>
<td>LOCATION</td>
<td>DATE INSTALLED</td>
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SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
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____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
# Reason for Substitution


# Does Proposed Substitution Affect Other Parts of Work?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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**If Yes, Explain**


# Substitution Requires Dimensional Revision or Redesign of Structure or A/E Work

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<tr>
<th>Yes</th>
<th>No</th>
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# Bidder/Contractor’s Statement of Conformance of Proposed Substitution to Contract Requirement:

We have investigated the proposed substitution. We believe that it is equal or superior in all respects to specified product, except as stated above; that it will provide the same Warranty as specified product; that we have included complete implications of the substitution; that we will pay redesign and other costs caused by the substitution which subsequently become apparent; and that we will pay costs to modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning as a result of the substitution.

# Review and Action

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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</table>

**Resubmit Substitution Request with the following additional information:**


**Substitution is accepted.**


**Substitution is accepted with the following comments:**


**Substitution is not accepted.**


# Architect/Engineer


SECTION 006325 – SUBSTITUTION REQUEST

07/16
KNOW ALL MEN BY THESE PRESENT THAT: hereinafter called “Subcontractor” who heretofore entered into an agreement with hereinafter called “Contractor”, for the performance of work and/or furnishing of material for the construction of the project entitled

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

(ADDRESS OF PROJECT)

for the State of Missouri (Owner) which said subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor.

DOES HEREBY:

1. ACKNOWLEDGE that they have been **PAID IN FULL** all sums due for work and materials contracted or done by their Subcontractors, Material Vendors, Equipment and Fixture Suppliers, Agents and Employees, or otherwise in the performance of the Work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.

2. **RELEASE and fully, finally, and forever discharge** the Owner from any and all suits, actions, claims, and demands for payment for work performed or materials supplied by Subcontractor in accordance with the requirements of the above referenced Contract.

1. **REPRESENT** that all of their Employees, Subcontractors, Material Vendors, Equipment and Fixture Suppliers, and everyone else has been **paid in full** all sums due them, or any of them, in connection with performance of said Work, or anything done or omitted by them, or any of them in connection with the construction of said improvements, or otherwise.

DATED this day of , 20 .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

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Revised 05/21
Before me, the undersigned Notary Public, in and for the County of ____________________________
State of ____________________________ personally came and appeared ____________________________

______________________________ (NAME) ______________________________

______________________________ (POSITION) ______________________________

______________________________ (NAME OF THE COMPANY) ______________________________

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions
and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised
Statutes, pertaining to the payment of wages to workmen employed on public works project have been fully satisfied
and there has been no exception to the full and completed compliance with said provisions and requirements
and with Wage Determination No: ____________________________ issued by the

Department of Labor and Industrial Relations, State of Missouri on the ______ day of ______ 20 __
in carrying out the contract and working in connection with ____________________________

______________________________ (NAME OF PROJECT) ______________________________

Located at ____________________________ in ____________________________ County

______________________________ (NAME OF THE INSTITUTION) ______________________________

Missouri, and completed on the ______ day of ______ 20 __
ARTICLE:

   1.1. Definitions
   1.2. Drawings and Specifications
   1.3. Compliance with Laws, Permits, Regulations and Inspections
   1.4. Nondiscrimination in Employment
   1.5. Anti-Kickback
   1.6. Patents and Royalties
   1.7. Preference for American and Missouri Products and Services
   1.8. Communications
   1.9. Separate Contracts and Cooperation
   1.10. Assignment of Contract
   1.11. Indemnification
   1.12. Disputes and Disagreements

2. Owner/Designer Responsibilities

3. Contractor Responsibilities
   3.1. Acceptable Substitutions
   3.2. Submittals
   3.3. As-Built Drawings
   3.4. Guaranty and Warranties
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   3.6. Other Contractor Responsibilities
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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

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.


8. “INCIDENTAL JOB BURDENS”: Shall mean those expenses relating to the cost of work, incurred either in the home office or on the job-site, which are necessary in the course of doing business but are incidental to the job. Such costs include office supplies and equipment, postage, courier services, telephone expenses including long distance, water and ice and other similar expenses.

9. "JOINT VENTURE": An association of two (2) or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.

10. "OWNER": Whenever the term “Owner” is used, it shall mean the State of Missouri.

11. “PROJECT”: Wherever the term “Project” is used, it shall mean the work required to be completed by the construction contract.


13. "SUBCONTRACTOR": Party or parties who contract under, or for the performance of part or this entire Contract between the Owner and Contractor. The subcontract may or may not be direct with the Contractor.

14. "WORK": Labor, material, supplies, plant and equipment required to perform and complete the service agreed to by the Contractor in a safe, expeditious, orderly and workmanlike manner so that the project shall be complete and finished in the best manner known to each respective trade.


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

A. Since the Owner is the State of Missouri, municipal or political subdivisions, zoning ordinances, construction codes (other than licensing of trades), and other like ordinances are not applicable to construction on Owner’s property, and Contractor will not be required to submit drawings and specifications to any municipal or political subdivision, authority, obtain construction permits or any other licenses (other than licensing of trades) or permits from or submit to inspections by any municipality or political subdivision relating to the construction for this project. All permits or licenses required by municipality or political subdivision for operation on property not belonging to Owner shall be obtained by and paid for by Contractor. Each Contractor shall comply with all applicable laws, ordinances, rules and regulations that pertain to the work of this contract.

B. Contractors, subcontractors and their employees engaged in the businesses of electrical, mechanical, plumbing, carpentry, sprinkler system work, and other construction related trades shall be licensed to perform such work by the municipal or political subdivision where the project is located, if such licensure is required by local code. Local codes shall dictate the level (master, journeyman, and apprentice) and the number, type and ratio of licensed tradesmen required for this project within the jurisdiction of such municipal or political subdivision.

C. Equipment and controls manufacturers and their authorized service and installation technicians that do not maintain an office within the jurisdiction of the municipal or political subdivision but are a listed or specified contractor or subcontractor on this project are exempt from Paragraph 1.3 B above.

D. The Contractor shall post a copy of the wage determination issued for the project and included as a part of the contract documents, in a prominent and easily accessible location at the site of construction for the duration of the project.

E. Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

A. The Contractor and his subcontractors will not discriminate against individuals based on race, color, religion, national origin, sex, disability, or
age, but may use restrictions which relate to bona fide occupational qualifications. Specifically, the Contractor and his subcontractors shall not discriminate:

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

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

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

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

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

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

ARTICLE 1.5 - ANTI-KICKBACK

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

ARTICLE 1.6 - PATENTS AND ROYALTIES

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

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

ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

A. By virtue of statutory authority a preference will be given to Missouri labor and to products of mines, forests and quarries of the state of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes and Cumulative Supplements.

B. Furthermore, pursuant to Section 34.076 Missouri Revised Statutes and Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a non-domiciliary bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be required for a Missouri bidder to successfully bid in the non-domiciliary state.

C. In accordance with the Missouri Domestic Products Procurement Act Section 34.350 RSMo and Cumulative Supplements any manufactured goods or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured, assembled or produced in the United States, unless the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the agency's requirements or cannot be manufactured, assembled or produced in the United States within the necessary time in sufficient quantities to meet the contract requirements, or if obtaining the specified products manufactured, assembled or produced in the United States would increase the cost of this contract for purchase of the product by more than ten percent.

ARTICLE 1.8 - COMMUNICATIONS

A. All notices, requests, instructions, approvals and claims must be in writing and shall be delivered to the Designer and copied to the Construction Representative for the project except as required by Article 1.12 Disputes and Disagreements, or as otherwise specified by the Owner in writing as stated in Section 012600. Any such notice shall be deemed to have been given as of the time of actual receipt.

B. The Contractor shall attend on-site progress and coordination meetings, as scheduled by the Construction Representative, no less than once a month.

C. The Contractor shall ensure that major subcontractors and suppliers shall attend monthly progress meetings as necessary to coordinate the work, and as specifically requested by the Construction Representative.

ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

B. The Contractor shall consult the drawings for all other contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Owner’s Representative before the work is performed. If the Contractor fails to do this, and constructs any work which interferes with the work of another contractor, the Contractor shall remove any part so conflicting and rebuild same, as directed by the Owner’s Representative at no additional cost to the Owner.

C. Each contractor shall be required to coordinate his work with other contractors so as to afford others reasonable opportunity for execution of their work. No contractor shall delay any other contractor by neglecting to perform contract work at the proper time. If any contractor causes delay to another, they shall be liable directly to that contractor for such delay in addition to any liquidated damages which might be due the Owner.

D. Should the Contractor or project associated subcontractors refuse to cooperate with the instructions and reasonable requests of other Contractors or other subcontractors in the overall
coordination 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 the assignment and has furnished written consent thereto. In addition to the usual recitals in assignment contracts, the following language must be set forth: "It is agreed that the funds to be paid to the assignee under this assignment are subject to performance by the Contractor of this contract and to claims or liens for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials."

ARTICLE 1.11 - INDEMNIFICATION

A. Contractor agrees to indemnify and save harmless Owner and its respective commissioners, officers, officials, agents, consultants and employees and Designer, their agents, servants and employees, from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts or omissions of Contractor, any subcontractors, agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by Owner or Designer, its agents, servants or employees, in defense of any claim, action or suit.

B. The obligations of the Contractor under this paragraph shall not extend to the liability of the Designer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, contract changes, design or specifications, or (2) giving of or the failure to give directions or instructions by the Designer, his agents or employees as required by this contract documents provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS

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

ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES

A. The Owner shall give all orders and directions contemplated under this contract relative to the execution of the work. During progress of work the Owner will be represented at the project site by the Construction Representative and/or Designer, whose responsibilities are to see that this contract is properly fulfilled.

B. The Owner shall at all times have access to the work whenever it is in preparation or progress. The Contractors shall provide proper facilities for such access and for inspection and supervision.

C. All materials and workmanship used in the work shall be subject to the inspection of the Designer and Construction Representative, and any work which is deemed defective shall be removed, rebuilt or made good immediately upon notice. The cost of such correction shall be borne by the Contractor. Contractor shall not be entitled to an extension of the contract completion date in order to remedy defective work. All rejected materials shall be immediately removed from the site of the work.

D. If the Contractor fails to proceed at once with the correction of rejected defective materials or workmanship, the Owner may, by separate contract or otherwise, have the defects remedied or rejected. Materials removed from the site and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

E. Failure or neglect on the part of Owner to observe faulty work, or work done which is not in accordance with the drawings and specifications shall not relieve the Contractor from responsibility.
for correcting such work without additional compensation.

F. The Owner shall have the right to direct the Contractor to uncover any completed work.

1. If the Contractor fails to adequately notify the Construction Representative and/or Designer of an inspection as required by the Contract Documents, the Contractor shall, upon written request, uncover the work. The Contractor shall bear all costs associated with uncovering and again covering the work exposed.

2. If the Contractor is directed to uncover work, which was not otherwise required by the Contract Documents to be inspected, and the work is found to be defective in any respect, no compensation shall be allowed for this work. If, however, such work is found to meet the requirements of this contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 10% shall be allowed the Contractor.

G. The Designer shall give all orders and directions contemplated under this contract relative to the scope of the work and shall give the initial interpretation of the contract documents.

H. The Owner may file a written notice to the Contractor to dismiss immediately any subcontractors, project managers, superintendents, foremen, workers, watchmen or other employees whom the Owner may deem incompetent, careless or a hindrance to proper or timely execution of the work. The Contractor shall comply with such notice as promptly as practicable without detriment to the work or its progress.

I. If in the Owner’s judgment it becomes necessary at any time to accelerate work, when ordered by the Owner in writing, the Contractor shall redirect resources to such work items and execute such portions of the work as may be required to complete the work within the current approved contract schedule.

ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES

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

ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS

A. The Contractor may request use of any article, device, product, material, fixture, form or type of construction which in the judgment of the Owner and Designer is equal in all respects to that named. Standard products of manufacturers other than those specified will be accepted when, prior to the ordering or use thereof, it is proven to the satisfaction of the Owner and Designer that they are equal in design, strength, durability, usefulness and convenience for the purpose intended.

B. Any changes required in the details and dimensions indicated on the drawings for the substitution of products other than those specified shall be properly made at the expense of the Contractor requesting the substitution or change.

C. The Contractor shall submit a request for such substitutions in writing to the Owner and Designer within twenty (20) working days after the date of the "Notice to Proceed." Thereafter no consideration will be given to alternate forms of accomplishing the work. This Article does not preclude the Owner from exercising the provisions of Article 4 hereof.

D. Any request for substitution by the Contractor shall be submitted in accordance with SECTION 002113 - INSTRUCTIONS TO BIDDERS.

E. When a material has been approved, no change in brand or make will be permitted unless:

1. Written verification is received from the manufacturer stating they cannot make delivery on the date previously agreed, or

2. Material delivered fails to comply with contract requirements.

ARTICLE 3.2 -- SUBMITTALS

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

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

Submit four (4) copies to the Designer and additional copies as required for the subcontractors and material suppliers. Also provide copies to meet the requirements for maintenance manuals.

B. All subcontractors' shop drawings and schedules shall be submitted by the Contractor and shall bear evidence that Contractor has received, reviewed, and approved them. Any shop drawings and
schedules submitted without this evidence will be returned to the Contractor for resubmission.

C. The Contractor shall include with the shop drawing, a letter indicating any and all deviations from the drawings and/or specifications. Failure to notify the Designer of such deviations will be grounds for subsequent rejection of the related work or materials. If, in the opinion of the Designer, the deviations are not acceptable, the Contractor will be required to furnish the item as specified and indicated on the drawings.

D. The Designer shall check shop drawings and schedules with reasonable promptness and approve them only if they conform to the design concept of the project and comply with the information given in the contract documents. The approval shall not relieve the Contractor from the responsibility to comply with the drawings and specifications, unless the Contractor has called the Designer's attention to the deviation, in writing, at the time of submission and the Designer has knowingly approved thereof. An approval of any such modification will be given only under the following conditions:

1. It is in the best interest of the Owner
2. It does not increase the contract sum and/or completion time
3. It does not deviate from the design intent
4. It is without prejudice to any and all rights under the surety bond.

E. No extension of time will be granted because of the Contractor's failure to submit shop drawings and schedules in ample time to allow for review, possible resubmission, and approval. Fabrication of work shall not commence until the Contractor has received approval. The Contractor shall furnish prints of approved shop drawings and schedules to all subcontractors whose work is in any way related to the work under this contract. Only prints bearing this approval will be allowed on the site of construction.

F. The Contractor shall maintain a complete file on-site of approved shop drawings available for use by the Construction Representative.

ARTICLE 3.3 – AS-BUILT DRAWINGS

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

ARTICLE 3.4 – GUARANTY AND WARRANTIES

A. General Guaranty

1. Neither the final certificate of payment nor any provision in the contract documents nor partial use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with contract requirements.

2. The Contractor or surety shall remedy any defects in the work and pay for any damage to property resulting there from which shall appear within a period of one (1) year from the date of substantial completion unless a longer period is otherwise specified or a differing guaranty period has been established in the substantial completion certificate. The Owner will give notice of observed defects with reasonable promptness.

3. In case of default on the part of the Contractor in fulfilling this part of this contract, the Owner may correct the work or repair the damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor or surety.

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

B. Extended Warranty

Manufacturer's certificates of warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year. Where a longer
ARTICLE 3.5 – OPERATION AND MAINTENANCE MANUALS

A. Immediately after equipment submittals are approved and no later than ten (10) working days prior to the substantial completion inspection, the Contractor shall provide to the Designer three (3) copies of operating instructions and service manuals, containing the following:

1. Start-up and Shut-down Procedures: Provide a step-by-step write up of all major equipment. When manufacturer’s printed start-up, trouble shooting and shut-down procedures are available; they may be incorporated into the operating manual for reference.

2. Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.

3. Equipment List: List of all major equipment as installed shall be prepared to include model number, capacities, flow rate, name place data, shop drawings and air and water balance reports.

4. Service Instructions: Provide the following information for all pieces of equipment.
   a. Recommended spare parts including catalog number and name of local supplier or factory representative.
   b. Belt sizes, types, and lengths.
   c. Wiring diagrams.

5. Manufacturer’s Certificate of Warranty as described in Article 3.4.

6. Prior to the final payment, furnish to the Designer three (4) copies of parts catalogs for each piece of equipment furnished by him/her on the project with the components identified by number for replacement ordering.

B. Submission of operating instructions shall be done in the following manner.

1. Manuals shall be in quadruplicate, and all materials shall be bound into volumes of standard 8½” x 11” hard binders. Large drawings too bulky to be folded into 8½” x 11” shall be separately bound or folded and in envelopes, cross referenced and indexed with the manuals.

2. The manuals shall identify project name, project number, and include the name and address of the Contractor, subcontractors and manufacturers who were involved with the activity described in that particular manual.

3. Internally subdivide the binder contents with permanent page dividers, logically organized with tab titles clearly printed under reinforced laminated plastic tabs.

4. Contents: Prepare a Table of Contents for each volume, with each product or system description identified.

ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

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

B. Contractor shall, at all times, enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.

C. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and 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.

S. The Contractor shall be responsible for care of the finished work and shall protect same from damage or defacement until substantial completion by the Owner. If the work is damaged by any cause, the Contractor shall immediately begin to make repairs in accordance with the drawings and specifications. Contractor shall be liable for all damage or loss unless attributable to the acts or omissions of the Owner or Designer. Any claim for reimbursement shall be submitted in accordance with Article 4. After substantial completion the Contractor will only be responsible for damage resulting from acts or omissions of the Contractor or subcontractors through final warranty.

T. In the event the Contractor encounters an unforeseen hazardous material, the Contractor
shall immediately stop work in the area affected and report the condition to the Owner and Designer in writing. The Contractor shall not be required, pursuant to Article 4, to perform, any work relating to hazardous materials.

U. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 4.

V. Before commencing work, Contractors shall confer with the Construction Representative and facility representative and review any facility rules and regulations which may affect the conduct of the work.

W. Project signs will only be erected on major projects and only as described in the specifications. If no sign is specified, none shall be erected.

ARTICLE 3.7 -- SUBCONTRACTS

A. Subcontractor assignments as identified in the bid form shall not be changed without written approval of the Owner. The Owner will not approve changes of a listed subcontractor unless the Contractor documents, to the satisfaction of the Owner that the subcontractor cannot or will not perform the work as specified.

B. The Contractor is fully responsible to the Owner for the acts and omissions of all subcontractors and of persons either directly or indirectly employed by them.

C. Every subcontractor shall be bound by the applicable terms and provisions of these contract documents, but no contractual relationship shall exist between any subcontractor and the Owner unless the right of the Contractor to proceed with the work is suspended or this contract is terminated as herein provided, and the Owner in writing elects to assume the subcontract.

D. The Contractor shall upon receipt of "Notice to Proceed" and prior to submission of the first payment request, notify the Designer and Construction Representative in writing of the names of any subcontractors to be used in addition to those identified in the bid form and all major material suppliers proposed for all parts of the work.

ARTICLE 4 -- CHANGES IN THE WORK

4.1 CHANGES IN THE WORK

A. The Construction Representative, without giving notice to the surety and without invalidating this contract, may order extra work or make changes by altering, adding to or deducting from the work, this contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract. A claim for extension of time caused by any change must be adjusted at the time of ordering such change. No future request for time will be considered.

B. Each Contract Change shall include all costs required to perform the work including all labor, material, equipment, overheads and profit, delay, disruptions, or other miscellaneous expenses. No subsequent requests for additional compensation including claims for delay, disruption, or reduced efficiency as a result of each change will be considered. Values from the Schedule of Values will not be binding as a basis for additions to or deductions from the contract price.

C. The amount of any adjustment in this contract price for authorized changes shall be agreed upon before such changes become effective and shall be determined, through submission of a request for proposal, as follows:

1. By an acceptable fixed price proposal from the Contractor. Breakdowns shall include all takeoff sheets of each Contractor and subcontractor. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.

2. By a cost-plus-fixed-fee (time and material) basis with maximum price, total cost not to exceed said maximum. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.

3. By unit prices contained in Contractor's original bid form and incorporated in the construction contract.

D. Overhead and Profit on Contract Changes shall be applied as follows:

1. The overhead and profit charge by the Contractor and all subcontractors shall be considered to include, but is not limited to: incidental job burdens, small truck (under 1 ton) expense, mileage, small hand tools,
warranty costs, company benefits and general office overhead. Project supervision including field supervision and job site office expense shall be considered a part of overhead and profit unless a compensable time extension is granted.

2. The percentages for overhead and profit charged on Contract Changes shall be negotiated, and may vary according to the nature, extent, and complexity of the work involved. However, the overhead and profit for the Contractor or subcontractor actually performing the work shall not exceed 14%. When one or more tiers of subcontractors are used, in no event shall any Contractor or subcontractor receive as overhead and profit more than 3% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty percent (20%) of the cost of materials, labor and equipment (exclusive of Contractor or any Subcontractor overhead and profit) necessary to put the contract change work in place.

3. The Contractor will be allowed to add the cost of bonding and insurance to their cost of work. This bonding and insurance cost shall not exceed 2% and shall be allowed on the total cost of the added work, including overhead and profit.

4. On proposals covering both increases and decreases in the amount of this contract, the application of overhead and profit shall be on the net change in the cost of the work.

5. The percentage for overhead and profit to be credited to the Owner on Contract Changes that are solely decreases in the quantity of work or materials shall be negotiated, and may vary according to the nature, extent and complexity of the work involved, but in no case shall be less than ten percent (10%). If the percentage for overhead and profit charged for work added by Contract Changes for this contract has been negotiated to less than 10%, the negotiated rate shall then apply to credits as well.

E. No claim for an addition to this contract sum shall be valid unless authorized as aforesaid in writing by the Owner. In the event that none of the foregoing methods are agreed upon, the Owner may order the Contractor to perform work on a time and material basis. The cost of such work shall be determined by the Contractor's actual labor and material cost to perform the work plus overhead and profit as outlined herein. The Designer and Construction Representative shall approve the Contractor's daily time and material invoices for the work involved.

F. If the Contractor claims that any instructions involve extra cost under this contract, the Contractor shall give the Owner’s Representative written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made and authorized by the Owner, in writing.

G. In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor, without special instruction or authorization from the Construction Representative, is hereby permitted to act at their discretion to prevent such threatened loss or injury. The Contractor shall submit a claim for compensation for such emergency work in writing to the Owner’s Representative.

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

A. Extension of the number of work days stipulated in the Contract for completion of the work with compensation may be made when:

1. The contractor documents that proposed Changes in the work, as provided in Article 4.1, extends construction activities critical to contract completion date, OR

2. The Owner suspends all work for convenience of the Owner as provided in Article 7.3, OR

3. An Owner caused delay extends construction activities critical to contract completion (except as provided elsewhere in these General Conditions). The Contractor is to review the work activities yet to begin and evaluate the possibility of rescheduling the work to minimize the overall project delay.

B. Extension of the number of work days stipulated in the Contract for completion of the work without compensation may be made when:

1. Weather-related delays occur, subject to provisions for the inclusion of a specified number of "bad weather" days when provided for in Section 012100-Allowances, OR

2. Labor strikes or acts of God occur, OR

3. The work of the Contractor is delayed on account of conditions which were beyond the control of the Contractor, subcontractors or suppliers, and were not the result of their fault or negligence.

C. No time extension or compensation will be provided for delays caused by or within the control
of the Contractor, subcontractors or suppliers and for concurrent delays caused by the Owner.

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

ARTICLE 5 - CONSTRUCTION AND COMPLETION

ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT

A. Upon receipt of the "Intent to Award" letter, the Contractor must submit the following properly executed instruments to the Owner:

1. Contract;
2. Performance/payment bond as described in Article 6.1;
3. Certificates of Insurance, or the actual policies themselves, showing that the Contractor has obtained the insurance coverage required by Article 6.2.

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

B. Within the time frame noted in Section 013200 - Schedules, following receipt of the "Notice to Proceed", the Contractor shall submit to the Owner a progress schedule and schedule of values, showing activities through the end of the contract period. Should the Contractor not receive written notification from the Owner of the disapproval of the schedule of values within fifteen (15) working days, the Contractor may consider it approved for purpose of determining when the first monthly Application and Certification for Payment may be submitted.

C. The Contractor may commence work upon receipt of the Division of Facilities Management, Design and Construction’s "Notice to Proceed" letter. Contractor shall prosecute the work with faithfulness and energy, and shall complete the entire work on or before the completion time stated in the contract documents or pay to the Owner the damages resulting from the failure to timely complete the work as set out within Article 5.4.

ARTICLE 5.2 -- PROJECT CONSTRUCTION

A. Each Contractor shall submit for the Owner's approval, in reproducible form, a progress schedule showing the rate of progress and the order of the work proposed to carry on various phases of the project. The schedule shall be in conformance with the requirements outlined in Section 013200 – Schedules.

B. Contractor shall employ and supply a sufficient force of workers, material, and equipment and shall pay when due, any worker, subcontractor or supplier and otherwise prosecute the work with such diligence so as to maintain the rate of progress indicated on the progress schedule, prevent work stoppage, and insure completion of the project within the time specified.

ARTICLE 5.3 -- PROJECT COMPLETION

A. Substantial Completion. A Project is substantially complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner’s ability to use the Project for its intended purpose.

1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:

a. That work is essentially complete with the exception of certain listed work items. The list shall be referred to as the “Contractor’s Punch.”

b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.5A.

c. That the Work is ready for inspection by the Designer and Construction Representative. The Owner shall be entitled to a minimum of ten working
days notice before the inspection shall be performed.

2. If the work is acceptable, the Owner shall issue a Certificate of Substantial Completion, which shall set forth the responsibilities of the Owner and the Contractor for utilities, security, maintenance, damage to the work and risk of loss. The Certificate shall also identify those remaining items of work to be performed by the Contractor. All such work items shall be complete within 30 working days of the date of the Certificate, unless the Certificate specifies a different time. If the Contractor shall be required to perform tests that must be delayed due to climatic conditions, it is understood that such tests and affected equipment will be identified on the Certificate and shall be accomplished by the Contractor at the earliest possible date. Performance of the tests may not be required before Substantial Completion can be issued. The date of the issuance of the Certificate of Substantial Completion shall determine whether or not the work was completed within the contract time and whether or not Liquidated Damages are due.

3. If the work is not acceptable, and the Owner does not issue a Certificate of Substantial Completion, the Owner shall be entitled to charge the Contractor with the Designer’s and Owner’s costs of re-inspection, including time and travel.

B. Partial Occupancy. Contractor agrees that the Owner shall be permitted to occupy and use any completed or partially completed portions of the Project, when such occupancy and use is in the Owner’s best interest. Owner shall notify Contractor of its desire and intention to take Partial Occupancy as soon as possible but at least ten (10) working days before the Owner intends to occupy. If the Contractor believes that the portion of the work the Owner intends to occupy is not ready for occupancy, the Contractor shall notify the Owner immediately. The Designer shall inspect the work in accordance with the procedures above. If the Contractor claims increased cost of the project or delay in completion as a result of the occupancy, he shall notify the Owner immediately but in all cases before occupancy occurs.

C. Final Completion. The Project is finally complete when the Certificate of Substantial Completion has been issued and all work items identified therein as incomplete have been completed, and when all administrative items required by the contract have been completed. Final Completion entitles the Contractor to payment of the outstanding balance of the contract amount including all change orders and retainage. Within five (5) working days of the date of the Certificate of Substantial Completion, the Contractor shall identify the cost to complete any outstanding items of work. The Designer shall review the Contractor’s estimate and either approve it or provide an independent estimate for all such items. If the Contractor fails to complete the remaining items within the time specified in the Certificate, the Owner may terminate the contract and go to the surety for project completion in accordance with Article 7.2 or release the contract balance to the Contractor less 150% of the approved estimate to complete the outstanding items. Upon completion of the outstanding items, when a final cost has been established, any monies remaining shall be paid to the Contractor. Failure to complete items of work does not relieve the Contractor from the obligation to complete the administrative requirements of the contract, such as the provisions of Article 5.3. LIQUIDATED DAMAGES.

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 Date on which work is not Substantially Complete. Assessment of Liquidated Damages shall not relieve the Contractor or the surety of any responsibility or obligation under the Contract. In addition, the Owner may, without prejudice to any other rights, claims, or remedies the Owner may have including the right to Liquidated Damages, charge the Contractor for all additional expenses incurred by the Owner and/or Designer as the result of the extended contract period through Final Completion. Additional Expenses shall include but not be limited to the costs of additional inspections.

E. Early Completion. The Contractor has the right to finish the work before the contract completion date; however, the Owner assumes no liability for any hindrances to the Contractor unless Owner caused delays result in a time extension to the contract completion date. The Contractor shall not be entitled to any claims for lost efficiencies or for delay if a Certificate of Substantial Completion is given on or before the Contract Completion Date.

ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

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

1. Updated construction schedule
2. Certified payrolls consisting of name, occupation and craft, number of hours worked and actual wages paid for each individual employee, of the Contractor and all subcontractors working on the project

B. The Owner shall retain 5 percent of the amount of each such payment application, except as allowed by Article 5.4, until final completion and acceptance of all work covered by this contract.

C. Each payment made to Contractor shall be on account of the total amount payable to Contractor and all material and work covered by paid partial payment shall thereupon become the sole property of Owner. This provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of this contract.

D. Materials delivered to the work site and not incorporated in the work will be allowed in the Application and Certification for Payment on the basis of one hundred (100%) percent of value, subject to the 5% retainage providing that they are suitably stored on the site or in an approved warehouse in accordance with the following requirements:

1. Material has previously been approved through submittal and acceptance of shop drawings conforming to requirements of Article 3.2 of General Conditions.
2. Delivery is made in accordance with the time frame on the approved schedule.
3. Materials, equipment, etc., are properly stored and protected from damage and deterioration and remain so - if not, previously approved amounts will be deleted from subsequent pay applications.

4. The payment request is accompanied by a breakdown identifying the material equipment, etc. in sufficient detail to establish quantity and value.

E. The Contractor shall be allowed to include in the Application and Certification for Payment, one hundred (100%) of the value, subject to retainage, of major equipment and material stored off the site if all of the following conditions are met:

1. The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.
2. Materials stored in one location off site are valued in excess of $25,000.
3. That a Certificate of Insurance is provided indicating adequate protection from loss, theft conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.
4. The materials are stored in a facility approved and inspected, by the Construction Representative.
5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.

F. The Owner shall determine the amount, quality and acceptability of the work and materials which are to be paid for under this contract. In the event any questions shall arise between the parties, relative to this contract or specifications, determination or decision of the Owner or the Construction Representative and the Designer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

G. Payments Withheld: The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:

1. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for the item or
items. The cost of corrective action(s) shall be borne by the Contractor.

2. A reasonable doubt that this contract can be completed for the unpaid balance.

3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.

4. Failure of the Contractor to update the construction schedule.

When the Construction Representative is satisfied the Contractor has remedied above deficiencies, payment shall be released.

H. Final Payment: Upon receipt of written notice from the Contractor to the Designer and Project Representative that the work is ready for final inspection and acceptance, the Designer and Project Representative, with the Contractor, shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Construction Representative shall complete a final acceptance report and the Contractor will be directed to submit a final Application and Certification for Payment. If the Owner approves the same, the entire balance shall be due and payable, with the exception of deductions as provided for under Article 5.4.

1. Where the specifications provide for the performance by the Contractor of certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of climatic conditions, such test may be considered as required under the provisions of the specifications, Section 013300 and this contract may be substantial. Full payment will not be made until the tests have been made and the equipment and system is finally accepted. If the tests are not completed when scheduled, the Owner may deduct 150% of the value of the tests from the final payment.

2. The final payment shall not become due until the Contractor delivers to the Construction Representative:

a) A complete file of releases, on the standard form included in the contract documents as "Final Receipt of Payment and Release Form", from subcontractors and material suppliers evidencing payment in full for services, equipment and materials, as the case may require, if the Owner approves, or a consent from the Surety to final payment accepting liability for any unpaid amounts.

b) An Affidavit of Compliance with Prevailing Wage Law, in the form as included in this contract specifications, properly executed by each subcontractor, and the Contractor.

c) Certified copies of all payrolls

d) As-built drawings

3. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a claim including all costs and a reasonable attorney's fee.

4. Missouri statute requires prompt payment from the Owner to the Contractor within thirty calendar days and from the Contractor to his subcontractors within fifteen calendar days. Failure to make payments within the required time frame entitles the receiving party to charge interest at the rate of one and one half percent per month calculated from the expiration of the statutory time period until paid.

5. The value of all unused unit price allowances and/or 150% of the value of the outstanding work items, and/or liquidated damages may be deducted from the final pay request without executing a Contract Change. Any unit price items which exceed the number of units in the contract may be added by Contract Change.

ARTICLE 6 -- INSURANCE AND BONDS

ARTICLE 6.1 -- BOND

A. Contractor shall furnish a performance/payment bond in an amount equal to 100% of the contract price to guarantee faithful performance of the contract and 100% of the contract price to guarantee the payment of all persons performing labor on the project and furnishing materials in connection therewith under this contract as set forth in the standard form of performance and payment bond included in the contract documents. The surety on such bond shall be issued by a surety company authorized by the Missouri Department of Insurance to do business in the state of Missouri.

B. All Performance/Payment Bonds furnished in response to this provision shall be provided by a bonding company with a rating of B+ or higher as established by A.M. Best Company, Inc. in their most recent publication.
ARTICLE 6.2 – INSURANCE

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

B. Minimum Scope and Extent of Coverage

1. General Liability

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

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

2. Automobile Liability

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

3. Workers' Compensation and Employer's Liability

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

4. Builder's Risk or Installation Floater Insurance

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

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

C. Minimum Limits of Insurance

1. General Liability

   Contractor

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

   $2,000,000 annual aggregate

2. Automobile Liability

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

3. Workers' Compensation and Employer's 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 in 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 its 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: Klaus-Dieter Rausch
   SWT Design
   7722 Big Bend Boulevard, St. Louis, MO  63119
   Telephone:  (314) 644-5700
   Email:  klausr@swtdesign.com

   Construction Representative: Mike Howard
   Division of Facilities Management, Design and Construction
   119 Olympic Way, St. Peters, MO  63376
   Telephone:  (636) 524-8503
   Email:  mike.howard@oa.mo.gov

   Project Manager: Sandra Walther
   Division of Facilities Management, Design and Construction
   301 West High Street, Room 730
   Jefferson City, Missouri  65102
   Telephone:  (573) 257-7322
   Email:  sandra.walther@oa.mo.gov

   Contract Specialist: Paul Girouard
   Division of Facilities Management, Design and Construction
   301 West High Street, Room 730
   Jefferson City, Missouri  65102
   Telephone:  (573) 751-4797
   Email:  paul.girouard@oa.mo.gov

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

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

5.0 SAFETY REQUIREMENTS
   Contractor and subcontractors at any tier shall comply with RSMo 292.675 and Article 1.3, E, of Section 007213, General Conditions.
Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 092
ST. CHARLES 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
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: ________________________________ March 10, 2021

Last Date Objections May Be Filed: April 8, 2021

Prepared by Missouri Department of Labor and Industrial Relations
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<th>OCCUPATIONAL TITLE</th>
<th><strong>Prevailing Hourly Rate</strong></th>
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<tr>
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</table>

*The Division of Labor Standards received less 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.
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<tr>
<td>Group IV</td>
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</tbody>
</table>

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 less 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

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

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

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

HOLIDAYS

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

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.
SECTION 011000 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project consists of replacement of the flagstone sidewalk with a new sidewalk that facilitates pedestrian activities and site visitation, meets requirements of the ADA, incorporates improvements to the Site interpretive center entrance, and conveys storm water away from the historic structure.

   1. Project Location: First Missouri State Capitol State Historic Site, 200 South Main Street, St. Charles, Missouri 63301

   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 03/31/21, were prepared for the Project by SWT Design

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

1.3 WORK SEQUENCE

A. The Work will be conducted in a single phase.

1.4 CONTRACTOR USE OF PREMISES

A. 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. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.
1.5 OCCUPANCY REQUIREMENTS

A. Limited Owner Occupancy: The owner will occupy areas of the site during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate owner usage. Perform the Work so as not to interfere with the Owner’s operations.

END OF SECTION  011000
SECTION 012300 - ALTERNATES

PART 1 - GENERAL

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

1.2 SUMMARY
   A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS
   A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined
      in the bidding requirements that may be added to the base bid amount if the Owner decides to
      accept a corresponding change either in the amount of construction to be completed or in the
      products, materials, equipment, systems, or installation methods described in the Contract
      Documents.

   1. Alternates described in this Section are part of the Work only if enumerated in the
      Agreement.
   2. The cost for each alternate is the net addition to the Contract Sum to incorporate alternates
      into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES
   A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work
      of the alternate into Project.

   1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar
      items incidental to or required for a complete installation, whether or not indicated as part
      of alternate.

   B. Execute accepted alternates under the same conditions as other Work of the Contract.

   C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section.
      Specification Sections referenced in schedule contain requirements for materials necessary to
      achieve the work described under each alternate.
PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 01: Street Bump-outs at alleys - north and south of base site improvements.

1. Base Bid: Sidewalk and drainage improvements as indicated on Drawings X2101-01 First Missouri State Capitol Historic Site – Sidewalk and Drainage Improvements and as specified in Section 024119, 321313, 321400, 329113, 329300.

2. Alternate: Extension of sidewalk at northern and southern alley into street / “Bump-outs” as indicated on Drawing Alternate 01, to include Demolition, Storm Sewer Utilities, Concrete Pavement, Unit Pavements, Soil Preparation, Planting, and Signage Relocation.

END OF SECTION 012300
SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

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

1.2 SUMMARY
A. This Section specifies administrative and procedural requirements for handling and processing Contract Modifications.
B. Related Sections include the following:
   1. Division 1, Section 012100 "Allowances" for procedural requirements for handling and processing Allowances.
   2. Division 1, Section 013115 “Project Management Communications” for administrative requirements for communications.
   3. Division 0, Section 007213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.
   4. 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 Contractor submits a RFI on a time sensitive activity on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Designer to respond to the request provided that the Designer responds within the ten (10) working days set forth above.

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

1.4 MINOR CHANGES IN THE WORK

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

1.5 PROPOSAL REQUESTS

A. The Designer or Owner Representative will issue a detailed description of proposed Changes in the Work that may require adjustment to the Contract Amount or the Contract Time. The proposed Change Description will be issued using the “Request for Proposal” (RFP) form. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by the Designer or Owner Representative are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

2. Within ten (10) working days after receipt of Proposal Request, submit a proposal for the cost adjustments to the Contract Amount and the Contract Time necessary to execute the Change. The Contractor shall submit his proposal on the appropriate Change Order Detailed Breakdown form. Subcontractors may use the appropriate Change Order Detailed Breakdown form or submit their proposal on their letterhead provided the same level of detail is included. All proposals shall include:

a. A detailed breakdown of costs per Article 4.1 of the General Conditions.

b. If requesting additional time per Article 4.2 of the General Conditions, include an updated Contractor's Construction Schedule that indicates the effect of the Change including, but not limited to, changes in activity duration, start and finish times, and activity relationship.

1.6 CHANGE ORDER PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REFERENCED FORMS

A. The following forms can be found on our website at https://oa.mo.gov/facilities/vendorlinks/architectengineering-forms or https://oa.mo.gov/facilities/vendor-links/contractor-forms:
1. Request for Information
2. Designer’s Supplemental Instructions
3. Request for Proposal
4. Contract Change
5. Contract Change Detailed Breakdown – SAMPLES
6. Contract Change Detailed Breakdown – General Contractor (GC)
7. Contract Change Detailed Breakdown – Subcontractor (SUB)

END OF SECTION  012600
SECTION 013100 – COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Projects including, but not limited to, the following:
   1. Coordination Drawings.
   2. Administrative and supervisory personnel.
   3. Project meetings.

B. Each Contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific Contractor.

C. Related Sections include the following:
   1. Division 1, Section 013200 "Schedules" for preparing and submitting Contractor's Construction Schedule.
   3. Article 5.4.H of Section 007213 "General Conditions" for coordinating Closeout of the Contract.

1.3 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections, which depend on each other for proper installation, connection, and operation.

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

C. Prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
   1. Prepare similar memoranda for Owner and separate Contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other Contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of Contractor's Construction Schedule.
   2. Preparation of the Schedule of Values.
   3. Installation and removal of temporary facilities and controls.
   4. Delivery and processing of submittals.
   5. Progress meetings.
   6. Preinstallation conferences.
   7. Startup and adjustment of systems.
   8. Project Closeout activities.

E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
   1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

B. Key Personnel Names: Within fifteen (15) work days of starting construction operations, submit a list of key personnel assignments including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
   1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.
1.5 PROJECT MEETINGS

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

1. Minutes: Designer will record and distribute meeting minutes.

B. Progress Meetings: The Owner’s Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 “General Conditions”.

1. Minutes: Designer will record and distribute to Contractor the meeting minutes.

C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:
   a. Contract Documents
   b. Options
   c. Related RFIs
   d. Related Change Orders
   e. Purchases
   f. Deliveries
   g. Submittals
   h. Review of mockups
   i. Possible conflicts
   j. Compatibility problems
   k. Time schedules
   l. Weather limitations
   m. Manufacturer's written recommendations
   n. Warranty requirements
   o. Compatibility of materials
p. Acceptability of substrates
q. Temporary facilities and controls
r. Space and access limitations
s. Regulations of authorities having jurisdiction
t. Testing and inspecting requirements
u. Installation procedures
v. Coordination with other Work
w. Required performance results
x. Protection of adjacent Work
y. Protection of construction and personnel
3. Contractor shall record significant conference discussions, agreements, and disagreements including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
6. Revise paragraph below if Project requires holding progress meetings at different intervals. Insert special intervals such as "every third Tuesday" to suit special circumstances.
7. Project name
8. Name and address of Contractor
9. Name and address of Designer
10. RFI number including RFIs that were dropped and not submitted
11. RFI description
12. Date the RFI was submitted
13. Date Designer's response was received
14. Identification of related DSI or Proposal Request, as appropriate

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-B
BuilderSupport@oa.mo.gov.

2. Authorized users will be contacted directly and assigned a temporary user password.

3. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.

F. Administrative Users: Administrative users have access and control of user licenses and all posted items. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE! Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

G. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using 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.
   l. Specifications.
   m. Request for Proposals
   n. Designer’s Supplemental Instructions
   o. Punch Lists

H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches documents shall be submitted by transmission in electronic form to the E-Builder® web site by licensed users.
   a. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.
   b. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
   c. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.

I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:
1. Providing suitable computer systems for each licensed user at the users normal work location\(^1\) with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.

2. Each of the above referenced computer systems shall have the following minimum system\(^2\) and software requirements:
   a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
      1) Operating System: Windows XP or newer
      2) Internet Browser: Internet Explorer 6.01SP2+ (Recommend IE7.0+)
      3) Minimum Recommend Connection Speed: 256K or above
      4) Processor Speed: 1 Gigahertz and above
      5) RAM: 512 mb
      6) Operating system and software shall be properly licensed.
      7) Internet Explorer version 7 (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.
      8) Adobe Acrobat Reader (current version is a free distribution for download).
      9) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION 013115

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\(^1\) 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 not be sufficient 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.

1.2 SUMMARY

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

PART 2 - PRODUCTS – (Not Applicable)

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

A. The Contractor shall submit to the Designer, within ten (10) working days following the Notice to Proceed, a Progress Schedule including Schedule of Values showing the rate of progress the Contractor agrees to maintain and the order in which he proposed to carry out the various phases of Work. No payments shall be made to the Contractor until the Progress Schedule has been approved by the Owner.

1. The Schedule of Values must have the following line items included with the value of the item as indicated below:

   a. O&M’s (Owner’s Manual)
      1) $1,000,000.00 (One million) and under – 2% of the total contract amount
      2) Over $1,000,000.00 (One million) – 1% of the total contract amount

   b. Close Out Documents
      1) $1,000,000.00 (One million) and under – 2% of the total contract amount
      2) Over $1,000,000.00 (One million) – 1% of the total contract amount

   c. General Conditions
      1) No more than 10%

B. The Contractor shall submit an updated Schedule for presentation at each Monthly Progress Meeting. The Schedule shall be updated by the Contractor as necessary to reflect the current Schedule and its relationship to the original Schedule. The updated Schedule shall reflect any changes in the logic, sequence, durations, or completion date.
Payments to the Contractor shall be suspended if the Progress Schedule is not adequately updated to reflect actual conditions.

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

3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

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

B. Prepare the schedule in chronological order. Provide the following information
   1. Scheduled date for the first submittal
   2. Related Section number
   3. Submittal category
   4. Name of the Subcontractor
   5. Description of the part of the Work covered
   6. Scheduled date for resubmittal
   7. Scheduled date for the Designer’s final release or approval

C. Distribution: Following the Designer’s response to the initial submittal schedule, print and distribute copies to the Designer, Owner, subcontractors, and other parties required to comply with submittal dates indicated.
   1. Post copies in the Project meeting room and temporary field office.
   2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned part of the Work and are no longer involved in construction activities.

D. Schedule Updating: Revise the schedule after each meeting or other activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

3.4 SCHEDULE OF INSPECTIONS AND TESTS

A. Prepare a schedule of inspections, tests, and similar services required by the Contract Documents. Submit the schedule with (15) days of the date established for commencement of the Contract Work. The Contractor is to notify the testing agency at least (5) working days in advance of the required tests unless otherwise specified.

B. Form: This schedule shall be in tabular form and shall include, but not be limited to, the following:
   1. Specification Section number
   2. Description of the test
   3. Identification of applicable standards
   4. Identification of test methods
   5. Number of tests required
   6. Time schedule or time span for tests
7. Entity responsible for performing tests
8. Requirements for taking samples
9. Unique characteristics of each service

C. Distribution: Distribute the schedule to the Owner, Architect, and each party involved in performance of portions of the Work where inspections and tests are required.

END OF SECTION 013200
SECTION 013300 – SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work including the following:

1. Shop Drawings
2. Product Data
3. Samples
4. Quality Assurance Submittals
5. Construction Photographs
6. Operating and Maintenance Manuals
7. Warranties

B. Administrative Submittals: Refer to General and Supplementary Conditions other applicable Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Construction Progress Schedule including Schedule of Values
2. Performance and Payment Bonds
3. Insurance Certificates
4. Applications for Payment
5. Certified Payroll Reports
6. Partial and Final Receipt of Payment and Release Forms
7. Affidavit – Compliance with Prevailing Wage Law
8. Record Drawings
9. Notifications, Permits, etc.

C. The Contractor is obliged and responsible to check all shop drawings and schedules to assure compliance with contract plans and specifications. The Contractor is responsible for the content of the shop drawings and coordination with other contract work. Shop drawings and schedules shall indicate, in detail, all parts of an Item or Work including erection and setting instructions and integration with the Work of other trades.
D. The Contractor shall at all times make a copy, of all approved submittals, available on
site to the Construction Representative.

1.3 SUBMITTAL PROCEDURES

A. The Contractor shall comply with the General and Supplementary Conditions and other
applicable sections of the Contract Documents. The Contractor shall submit, with such
promptness as to cause no delay in his work or in that of any other contractors, all
required submittals indicated in Part 3.1 of this section and elsewhere in the Contract
Documents. Coordinate preparation and processing of submittals with performance of
construction activities. Transmit each submittal sufficiently in advance of performance
of related construction activities to avoid delay.

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

2. Coordinate transmittal of different types of submittals for related elements of the
Work so processing will not be delayed by the need to review submittals
concurrently for coordination.

   a. The Designer reserves the right to withhold action on a submittal
   requiring coordination with other submittals until all related submittals
   are received.

B. Each drawing and/or series of drawings submitted must be accompanied by a letter of
transmittal giving a list of the titles and numbers of the drawings. Each series shall be
numbered consecutively for ready reference and each drawing shall be marked with the
following information:

   1. Date of Submission
   2. Name of Project
   3. Location
   4. Section Number of Specification
   5. State Project Number
   6. Name of Submitting Contractor
   7. Name of Subcontractor
   8. Indicate if Item is submitted as specified or as a substitution

1.4 SHOP DRAWINGS

A. Comply with the General Conditions, Article 3.2.

B. The Contractor shall submit newly prepared information drawn accurately to scale.
Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do
not reproduce Contract Documents or copy standard information as the basis of Shop
Drawings. Standard information prepared without specific reference to the Project is not
a Shop Drawing.

C. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules,
patterns, templates, and similar drawings including the following information:
1. Dimensions
2. Identification of products and materials included by sheet and detail number
3. Compliance with specified standards
4. Notation of coordination requirements
5. Notation of dimensions established by field measurement
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8½”x11” but no larger than 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.

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
2. The Contractor shall submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
   a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show approximate limits of the variations.
   b. Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
   c. Refer to other Sections for samples to be returned to the Contractor for incorporation in the Work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.
   d. Samples not incorporated into the Work, or otherwise designated as the Owner’s property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.

3. Field samples are full-size examples erected onsite to illustrate finishes, coatings, or finish materials and to establish the Project standard.
   a. The Contractor shall comply with submittal requirements to the fullest extent possible. The Contractor shall process transmittal forms to provide a record of activity.

1.7 QUALITY ASSURANCE DOCUMENTS

A. The Contractor shall comply with the General Conditions, Article 3.2

B. The Contractor shall submit quality control submittals including design data, certifications, manufacturer’s instructions, manufacturer’s field reports, and other quality-control submittals as required under other Sections of the Specifications.

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

D. Inspection and Test Reports: The Contractor shall submit the required inspection and test reports from independent testing agencies as specified in this Section and in other Sections of the Contract Documents.

E. Construction Photographs: The Contractor shall submit record construction photographs as specified in this Section and in other Sections of the Contract Documents.
1. The Contractor shall submit digital photographs. The Construction Administrator shall determine the quantity and naming convention at the preconstruction meeting.

2. The Contractor shall identify each photograph with project name, location, number, date, time, and orientation.

3. The Contractor shall submit progress photographs monthly unless specified otherwise. Photographs shall be taken one (1) week prior to submitting.

4. The Contractor shall take four (4) site photographs from differing directions and a minimum of five (5) interior photographs indicating the relative progress of the Work.

### 1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

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

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

## 3.1 REQUIRED SUBMITTALS

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

<table>
<thead>
<tr>
<th>SECTION</th>
<th>DESCRIPTION</th>
<th>TYPE OF SUBMITTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>013100</td>
<td>Key Personnel Names (Section 1.4.A)</td>
<td>Shop Drawings</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>013200</td>
<td>Project Schedule (Section 3.1.A)</td>
<td>Product Data</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>013200</td>
<td>Schedule of Values (Section 3.1.A.1)</td>
<td>Certifications</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X</td>
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**END OF SECTION 013300**
SECTION 013513.31 – SITE SECURITY AND HEALTH REQUIREMENTS (DNR)

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.

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.

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.
   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 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.

END OF SECTION 013513.31
SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes requirements for construction facilities and temporary controls including temporary utilities, support facilities, security, and protection.

B. Temporary utilities include, but are not limited to, the following:
   1. Water service and distribution
   2. Temporary electric power and light
   3. Telephone service
   4. Sanitary facilities, including drinking water
   5. 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. Temporary project identification signs and bulletin boards
   6. Waste disposal services
   7. Rodent and pest control
   8. Construction aids and miscellaneous services and facilities

D. Security and protection facilities include, but are not limited to, to following:
   1. Barricades, warning signs, and lights
   2. Sidewalk bridge or enclosure fence for the site
   3. Environmental protection

1.3 SUBMITTALS

A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
B. Implementation and Termination Schedule: Within (5) working 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

   1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 “National Electric Code”.

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist onsite.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials. If acceptable to the Designer, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.

B. Lumber and Plywood: Comply with requirements in Division 6 Section “Rough Carpentry”.

1. For job-built temporary office, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.

2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sized and thicknesses indicated.

3. For fences and vision barriers, provide minimum 3/9” (9.5mm) thick exterior plywood.

4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8” (16mm) thick exterior plywood.

C. 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.

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

E. Open-Mesh Fencing: Provide 0.120” (3mm) thick, galvanized 2” (50mm) chainlink fabric fencing 6’ (2m) high with galvanized steel pipe posts, 1½” (38mm) ID for line posts and 2½” (64mm) ID for corner posts.

2.2 EQUIPMENT

A. General: Provide new equipment. If acceptable to the Designer, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.

B. Water Hoses: Provide ¾” (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100’ (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.

C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.

D. Electrical: Limited power is available on site. If available power source is not adequate for proposed construction operations, general contractor shall provide temporary power.

E. 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.

F. 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.

G. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
H. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated re-circulation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

I. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers, or a combination of extinguishers of NFPA-recommended classes for the exposures.

1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each Facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.

1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.

2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.

3. Obtain easements to bring temporary utilities to the site where the Owner’s easements cannot be used for that purpose.

4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Change Order.

B. Temporary Water Service: The Owner will provide water for construction purposes from the existing building system. All required temporary extensions shall be provided and removed by the Contractor. Connection points and methods of connection shall be designated and approved by the Construction Representative.

C. Temporary Electric Power Service: The Owner will provide electric power for construction lighting and power tools. Contractors using such services shall pay all costs of temporary services, circuits, outlet, extensions, etc.
D. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching.
   1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.

E. Temporary Telephones: Provide temporary telephone service throughout the construction period for all personnel engaged in construction activities.
   1. Telephone Lines: Provide telephone lines for the following:
      a. Where an office has more than two (2) occupants, install a telephone for each additional occupant or pair of occupants.
      b. Provide a dedicated telephone for a fax machine in the field office.
      c. Provide a separate line for the Owner’s use.
   2. At each telephone, post a list of important telephone numbers.

F. Temporary Toilets: Install self-contained toilet units. Use of pit-type privies will not be permitted. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project’s needs.
   1. Shield toilets to ensure privacy.
   2. Provide separate facilities for male and female personnel.
   3. Provide toilet tissue materials for each facility.

G. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a health and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
   1. Provide paper towels or similar disposable materials for each facility.
   2. Provide covered waste containers for used material.
   3. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.

H. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.
   1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45°F to 55°F (7°C to 13°C).

I. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.
3.3 SUPPORT FACILITIES INSTALLATION

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

1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

B. Field Offices: Provide insulated, weathertight temporary offices of sufficient size to accommodate required office personnel at the Project site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip office as follows:

1. Furnish with a desk and chairs, a 4-drawer file cabinet, plan table, plan rack, and a 6-shelf bookcase.
2. Equip with a water cooler and private toilet complete with water closet, lavatory, and medicine cabinet unit with a mirror.

C. Storage Facilities: The Owner will provide storage onsite as designated by the Facility Representative or the Construction Representative. Areas for use by the Contractor for storage will be identified at the Pre-Construction Meeting.

D. Temporary Paving: Construct and maintain temporary roads and paving to support the indicated loading adequately and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas, and parking where the same permanent facilities will be located. Review proposed modifications to permanent paving with the Designer.

1. Paving: Comply with Division 2 Section “Hot-Mixed Asphalt Paving” for construction and maintenance of temporary paving.
2. Coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.
3. Install temporary paving to minimize the need to rework the installations and to result in permanent roads and paved areas without damage or deterioration when occupied by the Owner.
4. Delay installation of the final course of permanent asphalt concrete paving until immediately before Substantial Completion. Coordinate with weather conditions to avoid unsatisfactory results.
5. Extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration, and supervision.

E. Construction Parking: Contractors must be prepared to discuss their storage and parking needs at the Pre-Bid Meeting. Parking for construction personnel cannot be provided onsite. All parking will be offsite. The Contractor will have to park on the street, in city-owned lots, or in commercial lots. Under no circumstances will any vehicle be parked in a fire lane. Parking on lawns shall be prohibited.
F. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.

G. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
   1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and materials drying or curing requirements to avoid dangerous conditions and effects.
   2. Install tarpaulins securely with incombustible wood framing and other materials. Close openings of 25SqFt (2.3SqM) or less with plywood or similar materials.
   3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
   4. Where temporary wood or plywood enclosure exceeds 100SqFt (9.2SqM) in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.

H. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities.

I. Project Identification and Temporary Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.
   1. Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.
   2. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.

J. Temporary Exterior Lighting: Install exterior yard and sign lights so signs are visible when Work is being performed.

K. 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.

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

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

B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”.

1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one (1) extinguisher on each floor at or near each usable stairwell.

2. Store combustible materials in containers in fire-safe locations.

3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.

4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

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

D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.

E. Enclosure Fence: Before excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated, or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.

1. Provide open-mesh, chainlink fencing with posts set in a compacted mixture of gravel and earth.

2. Provide plywood fence, 8’ (2.5m) high, framed with (4) 2”x4” (50mm x 100mm) rails, and preservative-treated wood posts spaced not more than 8’ (2.5m) apart.

F. Covered Walkway: Erect a structurally adequate, protective covered walkway for passage of persons along the adjacent public street. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction.

1. Construct covered walkways using scaffold or shoring framing. Provide wood plank overhead decking, protective plywood enclosure walls, handrails, barricades, warning signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage. Extend the back wall beyond the
structure to complete the enclosure fence. Paint and maintain in a manner acceptable to the Owner and the Designer.

G. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

1. Storage: Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

H. 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.

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

C. Termination and Removal: Unless the Designer requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.

2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at the temporary entrances as required by the governing authority.

3. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
a. Replace air filters and clean inside of ductwork and housing.

b. Replace significantly worn parts and parts subject to unusual operating conditions.

c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 015000
SECTION 017400 – CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for cleaning during the Project.

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

A. General
   1. Retain all stored items in an orderly arrangement allowing maximum access, not impending drainage or traffic, and providing the required protection of materials.
   2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
   3. At least once<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.

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

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

C. Structures

1. Daily, inspect the structures and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.

2. Weekly, sweep all interior spaces clean. “Clean” for the purposes of this paragraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and handheld broom.

3. In preparation for installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required cleanliness.

4. Following the installation of finish floor materials, clean the finish floor daily while work is being performed in the space in which finish materials have been installed. “Clean” for the purposes of this subparagraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the Construction Representative, may be injurious to the finish of the finish floor material.

3.2 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.


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.

12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

a. Do not paint over “UL” and similar labels, including mechanical and electrical nameplates.

13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

14. Clean plumbing fixtures to a sanitary condition free of stains, including stains resulting from water exposure.

15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

16. Clean ducts, blowers, and coils if units were operated without filters during construction.

17. Clean food-service equipment to a sanitary condition, ready and acceptable for its intended use.

18. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.

19. Leave the Project clean and ready for occupancy.

C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.

D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.

1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner’s property.

END OF SECTION 017400
SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Demolition and removal of selected site elements.
   2. Salvage of existing items to be reused or recycled.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store for reuse.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 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.

1.4 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.
   1. Inspect and discuss condition of construction to be selectively demolished.
2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
4. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property. Indicate proposed locations and construction of barriers.

B. Schedule of Selective Demolition Activities: Indicate the following:
   1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
   2. Interruption of utility services. Indicate how long utility services will be interrupted.
   3. Coordination for shutoff, capping, and continuation of utility services.
   4. 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 salvage and demolition operations. Submit before Work begins.

1.6 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
E. Historic Areas: Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by 12 inches or more.

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.

1.8 COORDINATION

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

B. Contractor to notify DNR and/or OA Construction Manager immediately if artifacts are discovered during excavations. These items will be carefully removed and salvaged by Missouri State Park staff.

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.


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.
   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 PREPARATION

3.3 PROTECTION
   A. 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. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
      2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
      3. Dispose of demolished items and materials promptly.

   B. Removed and Salvaged Items:
      1. Clean salvaged items.
      2. Protect items from damage during transport and storage.

   C. Removed and Reinstalled Items:
      1. Clean and repair items to functional condition adequate for intended reuse.
      2. 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.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS
   A. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

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 or recycle them.
      1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

3.7 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 321400 - UNIT PAVING

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. Brick pavers.
      2. Concrete pavers.
   B. Related Requirements:
      1. Section 323000 "Concrete Paving" for cast-in-place concrete curbs serving as edge
         restraints for unit pavers.

1.3 PREINSTALLATION MEETINGS
   A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS
   A. Product Data:
      1. For the following:
         a. Pavers.
         b. Edge restraints.
   B. Sieve Analyses: For aggregate setting-bed materials, according to ASTM C136.
   C. Samples for Initial Selection: For each type of unit paver indicated.
   D. Contractor to identify paver source with product information, photos and images for approval
      prior to delivery to site.

1.5 INFORMATIONAL SUBMITTALS
   A. Qualification Data: For Installer.
B. Material Certificates: For unit pavers. Include statements of material properties indicating compliance with requirements, including compliance with standards. Provide for each type and size of unit.

C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for unit pavers, indicating compliance with requirements.
   1. For solid interlocking paving units, include test data for freezing and thawing according to ASTM C67.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified unit paving installer. Installer's field supervisor and personnel assigned to the Work shall have Concrete Paver Installer Certification from the Interlocking Concrete Pavement Institute (ICPI) with one of the following designations:
   1. Residential Paver Technician Designation.
   2. Commercial Paver Technician Designation.

B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
   1. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store pavers on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied.

B. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

1.8 FIELD CONDITIONS

A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Pavers: Obtain each type of unit paver from one of the following sources, with resources to provide materials and products of consistent quality in appearance and physical properties.
   1. Belgard / Mega Arbel / 800 mm & 60 mm
2. Anchor / Slaton Random / anchorwall.com
3. Pennsylvania Bluestone, thickness 2 1/4” min, minimum size per stone 1.3 sf, minimum five sides per stone, maximum joint with ½ inch

B. Obtain each type of joint material and setting material from one source, with resources to provide materials and products of consistent quality in appearance and physical properties.

2.2 BRICK PAVERS

A. Existing onsite brick pavers salvaged, cleaned and stored for reuse on site.

2.3 CONCRETE PAVERS

A. Concrete Pavers, Solid Interlocking Paving Units: Complying with ASTM C936/C936M and resistant to freezing and thawing when tested according to ASTM C67, made from normal-weight aggregates.
   1. Thickness: As Indicated on Drawings.
   2. Face Size and Shape: As indicated on Drawings.
   3. Color: As Indicated on Drawings.

2.4 AGGREGATE SETTING-BED MATERIALS

A. Graded Aggregate for Subbase: Sound, crushed stone or gravel complying with ASTM D2940/D2940M, subbase material.

B. Graded Aggregate for Base: Sound, crushed stone or gravel complying with ASTM D2940/D2940M, base material.

C. Leveling Course: Sound, sharp, washed, crushed stone complying with gradation requirements in ASTM C33/C33M for fine aggregate.

D. Joint Sand: Fine engineered sand with polymer binding agents.
   1. Color: to be selected from manufacturer's full range

E. Herbicide: Commercial chemical for weed control, registered with the EPA. Provide in granular, liquid, or wettable powder form.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces indicated to receive unit paving, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.
3.2 PREPARATION

A. Remove substances from concrete substrates that could impair mortar bond, including curing and sealing compounds, form oil, and laitance.

B. Sweep concrete substrates to remove dirt, dust, debris, and loose particles.

C. Proof-roll prepared subgrade according to requirements in Section 312000 "Earth Moving" to identify soft pockets and areas of excess yielding. Proceed with unit paver installation only after deficient subgrades have been corrected and are ready to receive subbase and base course for unit pavers.

3.3 INSTALLATION, GENERAL

A. Do not use unit pavers with chips, cracks, voids, discolorations, or other defects that might be visible or cause staining in finished work.

B. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.

C. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
   1. For concrete pavers, a block splitter may be used.

D. Handle protective-coated brick pavers to prevent coated surfaces from contacting backs or edges of other units. If, despite these precautions, coating does contact bonding surfaces of brick, remove coating from bonding surfaces before setting brick.

E. Joint Pattern: As indicated on Drawings.

F. Tolerances:
   1. Do not exceed 1/32-inch unit-to-unit offset from flush (lippage) or 1/8 inch in 10 feet from level, or indicated slope, for finished surface of paving.

G. Provide edge restraints as indicated. Install edge restraints before placing unit pavers.
   1. Install edge restraints to comply with manufacturer's written instructions. Install stakes at intervals required to hold edge restraints in place during and after unit paver installation.
   2. For metal edge restraints with top edge exposed, drive stakes at least 1 inch below top edge.
   3. Install job-built concrete edge restraints to comply with requirements in Section 033000 "Cast-in-Place Concrete."

3.4 AGGREGATE SETTING-BED APPLICATIONS

A. Compact soil subgrade uniformly to at least 95 percent of ASTM D1557 laboratory density.
B. Proof-roll prepared subgrade to identify soft pockets and areas of excess yielding. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.

C. Place aggregate subbase and base compact to 95 percent of ASTM D1557 maximum laboratory density, and screed to depth indicated.

D. Place leveling course, compact leveling course to 93% MPr. and screed to a thickness of 1 to 1-1/2 inches, taking care that moisture content remains constant, and density is uniform until pavers are set and compacted.

E. Set pavers with a minimum joint width of 1/16 inch and a maximum of 1/8 inch, being careful not to disturb leveling base. If pavers have spacer bars, place pavers hand tight against spacer bars. Use string lines to keep straight lines. Fill gaps between units that exceed 3/8 inch with pieces cut to fit from full-size unit pavers.

   1. When installation is performed with mechanical equipment, use only unit pavers with spacer bars on sides of each unit.

F. Fill paver joints with clean sand up to 50% of paver thickness.

G. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a 3500- to 5000-lbf compaction force at 80 to 90 Hz. Use vibrator with neoprene mat on face of plate or other means as needed to prevent cracking and chipping of pavers. Perform at least three passes across paving with vibrator.

   1. Compact pavers when there is sufficient surface to accommodate operation of vibrator, leaving at least 36 inches of uncompacted pavers adjacent to temporary edges.
   2. Before ending each day's work, compact installed concrete pavers except for 36-inch width of uncompacted pavers adjacent to temporary edges (laying faces).
   3. As work progresses to perimeter of installation, compact installed pavers that are adjacent to permanent edges unless they are within 36 inches of laying face.
   4. Before ending each day's work and when rain interrupts work, cover pavers that have not been compacted and cover leveling course on which pavers have not been placed with non-staining plastic sheets to protect them from rain.

H. Spread dry sand with polymer binding parts and fill joints immediately after vibrating pavers into leveling course. Vibrate pavers and add sand until joints are filled, then remove excess sand and swipe pavers completely clean to avoid sand/binding agent mix to stick to pavement surface. Install sand/binding agent mix per manufacturer recommendation.

I. Do not allow traffic on installed pavers until sand has been vibrated into joints.

J. Repeat joint-filling process 30 days later as needed.

3.5 REPAIRING

A. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.
END OF SECTION 321400
SECTION 32 30 00 - CEMENT CONCRETE PAVEMENT

PART 1 - GENERAL

RELATED DOCUMENTS

1. Drawings (“plan sheets”) and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections


DEFINITIONS

1. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.

2. W/C Ratio: The ratio by weight of water to cementitious materials.

PREINSTALLATION MEETINGS

Preinstallation Conference: Conduct conference at Project site.

a. Review methods and procedures related to concrete curb, including but not limited to, the following:
   i. Concrete mixture design.
   ii. Quality control of concrete materials and concrete curb construction practices.

b. Require representatives of each entity directly concerned with concrete curb to attend, including the following:
   i. Contractor's superintendent.
   ii. Concrete curb Subcontractor.

SUMMARY

a. This Section includes exterior cement concrete pavement for the following:
   b. Curbs and gutters.

Related Sections include the following:
   a. Division 31 Section "Earthwork" for subgrade preparation, grading, and base course.

DEFINITIONS

a. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

SUBMITTALS

Cement Concrete Pavement
a. Product Data: For each type of manufactured material and product indicated.
b. Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
c. Qualification Data: For testing agency.
d. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials.
e. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:
   iii. Cementitious materials.
   iv. Steel reinforcement and reinforcement accessories.
   v. Fiber reinforcement.
   vi. Admixtures.
   vii. Curing compounds.
   viii. Applied finish materials.
   ix. Bonding agent or epoxy adhesive.
   x. Joint fillers.
c. Field quality-control test reports.

QUALITY ASSURANCE

1. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C94/C94M requirements for production facilities and equipment.
2. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
3. Testing Agency Qualifications: An independent agency qualified according to ASTM C1077 and ASTM E329 for testing indicated, as documented according to ASTM E548.
4. 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.
6. Concrete Testing Service: A qualified independent testing agency to perform material evaluation tests under contract by the owner.
7. Pre-installation Conference: Conduct conference at Project site.
8. Before submitting design mixtures, review concrete pavement mixture design and examine procedures for ensuring quality of concrete materials and concrete pavement construction practices. Require representatives, including the following, of each entity directly concerned with concrete pavement, to attend conference:
   a. Contractor's superintendent
   b. Independent testing agency responsible for concrete field and laboratory testing.
   c. Ready-mix concrete producer. Concrete pavement subcontractor

PROJECT CONDITIONS

1. Traffic Control: Contractor to provide and maintain vehicular and pedestrian traffic control signage, security lighting and fencing for the duration of the project. Contractor to maintain one traffic lane and parking lane on opposite side for vehicular access during work hours and a street...
width of 28’ minimum including parking on opposite street side and two lanes outside of work hours. Contractor to provide and maintain signage for pedestrian traffic control to direct pedestrians to opposite street sidewalk in the construction area.

2. Drawings.

PART 2 - PRODUCTS

MANUFACTURERS

1. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
   a. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
   b. Products: Subject to compliance with requirements, provide one of the products specified.
   c. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
   d. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

FORMS

a. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
   b. Use flexible or curved forms for curves with a radius 100 feet or less.
   c. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

STEEL REINFORCEMENT

a. Plain-Steel Welded Wire Reinforcement: ASTM A185, fabricated from as-drawn steel wire into flat sheets.
   d. Reinforcing Bars: ASTM A615/A615M, Grade 60; deformed.
   e. Galvanized Reinforcing Bars: ASTM A767/A767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A615/A615M, Grade 60 deformed bars.
   f. Epoxy-Coated Reinforcing Bars: ASTM A775/A775M or ASTM A934/A934M; with ASTM A615/A615M, Grade 60 deformed bars.
   g. Steel Bar Mats: ASTM A184/A184M; with ASTM A615/A615M, Grade 60, deformed bars; assembled with clips.
   h. Plain Steel Wire: ASTM A82, as drawn.
   i. Deformed-Steel Wire: ASTM A496.
   j. Epoxy-Coated-Steel Wire: ASTM A884/A884M, Class A coated, plain.
   k. Joint Dowel Bars: Plain steel bars, ASTM A615/A615M, Grade 60. Cut bars true to length with ends square and free of burrs.
   l. Epoxy-Coated Joint Dowel Bars: ASTM A775/A775M; with ASTM A615/A615M, Grade 60, plain steel bars.
m. Tie Bars: ASTM A615/A615M, Grade 60, deformed.

n. Hook Bolts: ASTM A307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

o. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:

p. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

q. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

r. Epoxy Repair Coating: Liquid two-part epoxy repair coating, compatible with epoxy coating on reinforcement.


CONCRETE MATERIALS

a. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:


e. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

f. Use only Meramec Gravel and Sand for concrete exposed to view.

g. Water: ASTM C94/C94M.


i. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

j. Water-Reducing Admixture: ASTM C494/C494M, Type A.

k. Retarding Admixture: ASTM C494/C494M, Type B.

l. Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type D.

m. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.

n. Calcium Chloride: The use of calcium chloride in concrete mixtures will not be permitted.

FIBER REINFORCEMENT

a. Synthetic Fiber: Monofilament polypropylene fibers, engineered and designed for use in concrete pavement, complying with ASTM C1116, Type III, 1/2 to 1-1/2 inches long.

Products:

Monofilament Fibers:

i. Axim Concrete Technologies; Fibrasol IIP.

ii. Euclid Chemical Company (The); Fiberstrand 100.

iii. FORTA Corporation; Forta Mono.


v. Metalcrete Industries; Polystrand 1000.

Cement Concrete Pavement
vi. SI Concrete Systems; Fibermix Stealth.

CURING MATERIALS

b. Water: Potable.
c. Clear Waterborne Membrane-Forming Curing Compound: ASTM C309, Type 1, Class B.

Products

a. Anti-Hydro International, Inc.; AH Curing Compound #2 DR WB.
b. Burke by Edoko; Aqua Resin Cure. ChemMasters; Safe-Cure Clear.
c. Conspec Marketing & Manufacturing Co., Inc.; W.B. Resin Cure
d. Dayton Superior Corporation; Day Chem Rez Cure (J-11-W).
e. Euclid Chemical Company (The); Kurez DR VOX.
g. Lambert Corporation; Aqua Kure-Clear.
h. L&M Construction Chemicals, Inc.; L&M Cure
j. Nox-Crete Products Group, Kinsman Corporation; Resin Cure E.
k. Symons Corporation; Resi-Chem Clear.
l. Tamms Industries Inc.; Horncure WB 30.
m. Unitex; Hydro Cure 309.
n. Vexcon Chemicals, Inc.; Certi-Vex Enviocure 100.
o. White Waterborne Membrane-Forming Curing Compound: ASTM C309, Type 2, Class B.

Products:

a. Anti-Hydro International, Inc.; AH Curing Compound #2 WP WB.
b. Burke by Edoco; Resin Emulsion White.
d. Conspec Marketing & Manufacturing Co., Inc.; W.B. Resin Cure.
e. Dayton Superior Corporation; Day-Chem White Pigmented Cure (J-10-W).
f. Euclid Chemical Company (The); Kurez VOX White Pigmented.
g. Kaufman Products, Inc.; Thinfilm 450.
h. Lambert Corporation; Aqua Kure-White.
i. L&M Construction Chemicals, Inc.; L&M Cure R-2.
k. Symons Corporation; Resi-Chem White.
l. Tamms Industries, Inc.; Horncure 200-W.
m. Unitex; Hydro White.
n. Vexcon Chemicals, Inc.; Certi-Vex Enviocure White 100.

RELATED MATERIALS

b. Use expansion joint-filler strips with removable cap on joints to receive joint sealants.

PAVEMENT MARKINGS

a. Pavement Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with FS TT-P-115, Type I or AASHTO M248, Type N.
b. Color: White, contractor to provide sample for approval

Cement Concrete Pavement
CONCRETE MIXTURES

a. Comply with the requirements of Sec 501 "Concrete" of the MoDOT Standard Specifications.
b. Cement Factor: For simplicity of design, the various fine aggregates are grouped into four classes, and a minimum and maximum cement factor has been established for each class. The cement factor for the individual job may vary within the minimum and maximum limits, depending on the gradation of the course aggregate, the quantity of mixing water used, the quantity of entrained air, and upon changes in proportions which may be necessary to produce satisfactory workability, strength, or entrained air content. The cement factor or the quantity of cement used in any cubic yard of concrete shall be the cement content in sacks per cubic yard of concrete as determined from a summation of the absolute volumes of all the ingredients and the volume of air. The cement requirements (sacks/CY) of concrete for the various classes of sand are as follows:

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c. Class A Sand—shall include all sand except manufactured sand, weighing 109 pounds or more per cubic foot (pcf).
d. Class B Sand—shall include all chert, river, and Crowley Ridge sand weighing from 106 pounds to 108 pcf, or glacial sand weighing 108 pcf or less per cubic foot.
e. Class C Sand—includes all chert, river, and Crowley Ridge sand weighing from 101 to 105pcf.
f. Class D Sand—shall include all sand weighing less than 100pcf and manufactured sand which is produced by the process of grinding and pulverizing large particles of aggregate, or which contains more than 50% of material produced by reduction of coarser particles.
g. The weight per cubic foot shall be the dry-rodded weight per cubic foot of the aggregate, determined in accordance with AASHTO T19.
h. Consistency: The consistency or slump of the concrete will be specified by the Inspector within the following limits for the respective classes of concrete. The concrete shall be uniform in consistency and contain the minimum quantity of water required to produce the designed "slump". The slump and mixing water content of the concrete, when placed in the work, shall not exceed the following limits:

<table>
<thead>
<tr>
<th>Class of Concrete</th>
<th>Maximum Slump (in.)</th>
<th>Max. Gal. Mixing Water/Sack of Cement</th>
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<td>xi. (Air-Entrained Concrete)</td>
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<td>xiii. B-1</td>
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<td>xiv. B-2</td>
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<td>4.50</td>
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<tr>
<td>xv. Pavement Mix</td>
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b. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.

c. Mixtures will be proportioned to provide normal-weight concrete with the following properties:

d. For concrete roadways, driveways, alleys, foundation or retaining walls:
   xvi. Compressive Strength (28 Days): 4,000 psi
   xvii. Maximum Water-Cementitious Materials (\(w/c\)-ratio) at Point of Placement: 0.45.
   xviii. Slump Limit: 2 to 4 inches plus or minus 1 inch (2” for slip-form paving).

e. For concrete curbing or concrete curb & gutter:
   xix. Compressive Strength (28-days): 3,500 psi
   xx. Maximum w/c-ratio: 0.45
   xxi. Slump Limit: 2 to 4 inches, plus or minus 1 inch (2" for slip-form paving).

Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:

a. Air Content: 5-1/2 percent plus or minus 1.5 percent for 1-1/2-inch nominal maximum aggregate size.

b. Air Content: 6 percent plus or minus 1.5 percent for 1-inch nominal maximum aggregate size.

c. Air Content: 6 percent plus or minus 1.5 percent for 3/4-inch nominal maximum aggregate size

Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

a. Use water-reducing admixture and plasticizing and retarding admixture in concrete, as required, for placement and workability.

b. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd.

CONCRETE MIXING

a. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to Section 501 of the MoDOT Standard Specifications for Highway Construction. The manufacturer of truck-mixed concrete and of central-mixed concrete for use on projects shall furnish to the Inspector, with each truck load of concrete before unloading at the site, a delivery ticket on which is shown information per MoDOT Section 501.8.11.

b. When air temperature is between 85 deg F 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.

PART 3 - EXECUTION

EXAMINATION

a. Examine exposed subgrades and base surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

b. Proof-roll prepared base surface below proposed concrete pavement with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.

Cement Concrete Pavement

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c. Completely proof-roll base in one direction. Limit vehicle speed to 3 mph.
d. Proof-roll with a loaded tandem-axle dump truck weighing not less than 15 tons.
e. Base course with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch require correction according to requirements in Division 31 Section "Earthwork."
f. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

PREPARATION
a. Remove loose material from compacted base surface immediately before placing concrete.

EDGE FORMS AND SCREED CONSTRUCTION
a. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
b. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

STEEL REINFORCEMENT
b. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
c. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
d. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
e. Zinc-Coated Reinforcement: Use galvanized steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.
f. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D3963/D3963M.
g. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

JOINTS
a. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
b. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
c. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
d. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.

e. Provide tie bars at sides of pavement strips where indicated.

f. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.

g. 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.

h. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

i. Locate expansion joints as indicated.

j. Extend joint fillers full width and depth of joint.

k. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.

l. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.

m. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.

n. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

o. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints, for a depth equal to at least one-fourth of the concrete thickness, to match jointing of existing adjacent concrete pavement.


q. 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 will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.

r. Doweled Contraction 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.

s. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 3/8-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

**CONCRETE PLACEMENT**

a. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades as necessary to permit installation of their work.

b. Remove snow, ice, or frost from prepared subgrade or base surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.

c. Moisten base course to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

d. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
e. Do not add water to concrete during delivery or at Project site.
f. Do not add water to fresh concrete after testing, unless directed by the Inspector.
g. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
h. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
i. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
j. When reinforcement is not set in place before concrete placement, place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete strike off, and screed.
k. Remove and replace concrete that has been placed for more than 15 minutes without being covered by top layer or use bonding agent if approved by the Inspector.
i. Screed pavement surfaces with a straightedge and strike off.
j. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
k. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.
l. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.
m. Compact base course and prepared subgrade of sufficient width to prevent displacement of paver machine during operations.
n. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.
o. 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 (below 35 deg. F). Contractor shall use blankets or other equally effective means of protecting the fresh concrete against the cold until the minimum required strength is achieved.
p. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
q. Do not use frozen materials or materials containing ice or snow.
r. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
s. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
t. Cool ingredients before mixing to 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.
u. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
v. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

FLOAT FINISHING

a. Do not add water to concrete surfaces during finishing operations. Failure to provide a uniform finish on any concrete pay item may constitute cause for removal and replacement of defective concrete at the contractor's expense.
b. CONCRETE PROTECTION AND CURING
c. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
d. Comply with ACI 306.1 for cold-weather protection.
e. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
f. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound or a combination of these as follows:
   i. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
      ii. Water.
      iii. Continuous water-fog spray.
   iv. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
   v. 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. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
   vi. 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.

PAVEMENT TOLERANCES

a. Comply with tolerances of ACI 117 and as follows:
b. Elevation: 1/4 inch.
d. Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch.
e. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
f. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
g. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
h. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
i. Joint Spacing: 3 inches.

j. Contraction Joint Depth: Plus 1/4 inch, no minus.

k. Joint Width: Plus 1/8 inch, no minus.

PAVEMENT MARKING

a. Do not apply pavement-marking paint until layout, colors, and placement have been verified with the Inspector.

b. Allow concrete pavement to cure for 14 days and be dry before starting pavement marking.

c. Sweep and clean surface to eliminate loose material and dust.

d. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

e. Spread glass beads uniformly into wet pavement markings at a rate of 6 lb/gal.

Testing Frequency:

Obtain at least 1 composite sample for each 50 cu. yd. or fraction thereof of each concrete mix placed each day.

When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

Slump: ASTM C143/C143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Additional tests will be made when concrete consistency appears to change.

Air Content: ASTM C231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.

Concrete Temperature: ASTM C1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.

Compression Test Specimens: sets of four (4); ASTM C31/C31M; One (1) specimen at 7 days and 2 specimens at 28 days will be tested, and one (1) specimen will be reserve for future or additional testing as needed.

Compressive-Strength Tests: sets of six (6) ASTM C39/C39M; two (2) specimens for early compressive testing prior to 7 day or at contractor/Inspector's discretion, one (1) specimen at 7 days and 2 specimens at 28 days will be tested, and one (1) specimen will be reserve for future or additional testing as needed.

a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.

b. Strength of each concrete mix will be satisfactory if average of any 3 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.

c. Test results shall be reported in writing to the Inspector, 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.

d. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by the Inspector but will not be used as sole basis for approval or rejection of concrete.

e. 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 the Inspector.

f. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.

g. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

REPAIRS AND PROTECTION

a. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.

b. Drill test cores, where directed by the Inspector, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with Portland cement concrete bonded to pavement with epoxy adhesive.

c. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

d. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

PART 4- MEASUREMENT AND PAYMENT

a. Measurement and payment will be by quantities and unit prices as shown in the pricing schedule, or by lump sum if specified in the contract documents. Removal of unsuitable material and placement of imported base rock shall only be as approved by the inspector.

END OF SECTION 32 30 00
SECTION 329113 - SOIL PREPARATION

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 planting soils and layered soil assemblies specified by composition of the mixes.
   B. Related Requirements:
      1. Section 329300 "Plants" for placing planting soil for plantings.

1.3 DEFINITIONS
   B. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be
      amended or unamended soil as indicated.
   C. CEC: Cation exchange capacity.
   D. Compost: The product resulting from the controlled biological decomposition of organic material
      that has been sanitized through the generation of heat and stabilized to the point that it is beneficial
      to plant growth.
   E. Duff Layer: A surface layer of soil, typical of forested areas, that is composed of mostly decayed
      leaves, twigs, and detritus.
   F. Imported Soil: Soil that is transported to Project site for use.
   G. Layered Soil Assembly: A designed series of planting soils, layered on each other, that together
      produce an environment for plant growth.
   H. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments,
      and other materials to produce planting soil.
   I. NAPT: North American Proficiency Testing Program. An SSSA program to assist soil-, plant-, and
      water-testing laboratories through interlaboratory sample exchanges and statistical evaluation of
      analytical data.
J. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."

K. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.


M. SSSA: Soil Science Society of America.

N. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

O. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

P. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.


1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include recommendations for application and use.
   2. Include test data substantiating that products comply with requirements.
   3. Include sieve analyses for aggregate materials.
   4. Material Certificates: For each type of imported soil and soil amendment and fertilizer before delivery to the site, according to the following:
      a. Manufacturer's qualified testing agency's certified analysis of standard products.
      b. Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SUIP #25.
      c. Analysis of nonstandard materials, by a qualified testing agency, made according to SSSA methods, where applicable.

B. Samples: For each bulk-supplied material, 1-quart volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.
1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For each testing agency.

B. Preconstruction Test Reports: For preconstruction soil analyses specified in "Preconstruction Testing" Article.

C. Field quality-control reports.

1.7 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed.

1. Multiple Laboratories: At Contractor's option, work may be divided among qualified testing laboratories specializing in physical testing, chemical testing, and fertility testing.

1.8 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction soil analyses on imported soil.

1. Notify Architect seven days in advance of the dates and times when laboratory samples will be taken.

B. Preconstruction Soil Analyses: For each unamended soil type, perform testing on soil samples and furnish soil analysis and a written report containing soil-amendment and fertilizer recommendations by a qualified testing agency performing the testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.

1. Have testing agency identify and label samples and test reports according to sample collection and labeling requirements.

1.9 SOIL-SAMPLING REQUIREMENTS

A. General: Extract soil samples according to requirements in this article.

B. Sample Collection and Labeling: Have samples taken and labeled by Contractor in presence of Architect under the direction of the testing agency.

1. Number and Location of Samples: Minimum of three representative soil samples for each soil to be used or amended for landscaping purposes.

2. Procedures and Depth of Samples: According to USDA-NRCS's "Field Book for Describing and Sampling Soils."

3. Division of Samples: Split each sample into two, equal parts. Send half to the testing agency and half to Owner for its records.
4. Labeling: Label each sample with the date, location keyed to a site plan or other location system, visible soil condition, and sampling depth.

1.10 TESTING REQUIREMENTS

A. General: Perform tests on soil samples according to requirements in this article.

B. Physical Testing:

1. Soil Texture: Soil-particle, size-distribution analysis by one of the following methods according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods":
   a. Sieving Method: Report sand-gradation percentages for very coarse, coarse, medium, fine, and very fine sand; and fragment-gradation (gravel) percentages for fine, medium, and coarse fragments; according to USDA sand and fragment sizes.

C. Chemical Testing:

1. CEC: Analysis by sodium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."

D. Fertility Testing: Soil-fertility analysis according to standard laboratory protocol of SSSA NAPT NCR-13, including the following:

1. Percentage of organic matter.
2. CEC, calcium percent of CEC, and magnesium percent of CEC.
3. Soil reaction (acidity/alkalinity pH value).
4. Phosphorous ppm.
5. Potassium ppm.
7. Sodium ppm.


F. Recommendations: Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated to produce satisfactory planting soil suitable for healthy, viable plants indicated. Include, at a minimum, recommendations for nitrogen, phosphorous, and potassium fertilization, and for micronutrients.

1. Fertilizers and Soil Amendment Rates: State recommendations in weight per 1000 sq. ft. for 6-inch depth of soil.
2. Soil Reaction: State the recommended liming rates for raising pH or sulfur for lowering pH according to the buffered acidity or buffered alkalinity in weight per 1000 sq. ft. for 6-inch depth of soil.
1.11 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.

B. Bulk Materials:
   1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
   2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
   3. Do not move or handle materials when they are wet or frozen.
   4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

PART 2 - PRODUCTS

2.1 MATERIALS

2.2 PLANTING SOILS SPECIFIED BY COMPOSITION

A. General: Soil amendments, fertilizers, and rates of application specified in this article are guidelines that may need revision based on testing laboratory's recommendations after preconstruction soil analyses are performed.

B. Planting-Soil Type: Imported, naturally formed soil from off-site sources and consisting of sandy loam soil according to USDA textures; and modified to produce viable planting soil.
   1. Sources: Take imported, unamended soil from sources that are naturally well-drained sites where topsoil occurs at least 4 inches deep, not from agricultural land, bogs, or marshes; and that do not contain undesirable organisms; disease-causing plant pathogens; or obnoxious weeds and invasive plants including, but not limited to, quackgrass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and bromegrass.
   2. Additional Properties of Imported Soil before Amending: Soil reaction of pH 6 to 7 and minimum of 6 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration.
   3. Unacceptable Properties: Clean soil of the following:
      a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
      b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 5 percent by dry weight of the imported soil.
      c. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 2 inches in any dimension.
4. Amended Soil Composition: Blend imported, unamended soil with the following soil amendments and fertilizers in the following quantities to produce planting soil:
   a. Loose Compost: 2" thick layer blended into surface of planting soil.
   b. Amendments in quantities specified by soil testing agency.

C. Planting-Soil Type: Subgrade soil excavated from tree planting pits and amended to produce subgrade planting soil.

   1. Unacceptable Properties: Subgrade planting soil shall not contain the following:
      a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
      b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 4 percent by dry weight of the subgrade planting soil.
      c. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 2 inches in any dimension.
      d. Blend excavated subgrade soil with the following soil amendments and fertilizers in the following quantities to produce planting soil:
         1) Sand: 10 to 15 percent by volume.

2.3 INORGANIC SOIL AMENDMENTS

A. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C 33/C 33M.

2.4 ORGANIC SOIL AMENDMENTS

A. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:

   1. Feedstock: May include animal waste.
   2. Reaction: pH of 5.5 to 8.
   3. Soluble-Salt Concentration: Less than 4 dS/m.
   4. Moisture Content: 35 to 55 percent by weight.
   5. Organic-Matter Content: 40 to 50 percent of dry weight.
   6. Particle Size: Minimum of 98 percent passing through a 1-inch sieve.

2.5 FERTILIZERS

A. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

   1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.
PART 3 - EXECUTION

3.1 GENERAL

A. Place planting soil and fertilizers according to requirements in other Specification Sections.

B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.

C. Proceed with placement only after unsatisfactory conditions have been corrected.

3.2 PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

A. Excavation: Excavate soil and subgrade from designated tree planting pits to a depth of 32" and stockpile until amended.

B. Unacceptable Materials: Clean soil of concrete slurry, concrete layers or chunks, cement, plaster, building debris, pavement base aggregates, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.

C. Unsuitable Materials: Clean soil to contain a maximum of 4 percent by dry weight of stones, roots, plants, sod, clay lumps, and pockets of coarse sand.

3.3 APPLYING COMPOST TO SURFACE OF PLANTING SOIL

A. Application: Apply compost component of planting-soil mix to surface of in-place planting soil and till into top 4" of planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.

B. Finish Grading: Grade surface to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.4 LAYERED SOIL ASSEMBLIES

A. Layered Soil Assembly:
   1. Top Layer: Planting-soil type imported planting soil.
      a. 10" depth
      a. 20" depth

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Soil will be considered defective if it does not pass tests and inspections.
C. Prepare test and inspection reports.

D. Label each sample and test report with the date, location keyed to a site plan or other location system, visible conditions when and where sample was taken, and sampling depth.

3.6 PROTECTION

A. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Vehicle traffic.
4. Foot traffic.
5. Erection of sheds or structures.
6. Impoundment of water.
7. Excavation or other digging unless otherwise indicated.

B. If planting soil or subgrade is over-compacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Architect and replace contaminated planting soil with new planting soil.

3.7 CLEANING

A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.

B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.

1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.
SECTION 329300 - PLANTS

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. Plants.
   2. Tree stabilization.
   3. Tree-watering devices.

1.3 DEFINITIONS

A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with a ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.

C. Finish Grade: Elevation of finished surface of planting soil.

D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscsicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.

E. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

F. Planting Area: Areas to be planted.

G. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329113 "Soil Preparation" for drawing designations for planting soils.

H. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
I. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.

J. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.

K. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 COORDINATION

A. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.

1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

A. Product Data: For each type of product.


2. Plant Photographs: Include color photographs in digital format of each required species and size of plant material as it will be furnished to Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include a scale rod or other measuring device in each photograph. For species where more than 20 plants are required, include a minimum of three photographs showing the average plant, the best quality plant, and the worst quality plant to be furnished. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.

B. Samples for Verification: For each of the following:

1. Organic Mulch: 1-pint volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.

1.7 INFORMATIONAL SUBMITTALS

A. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.
B. Product Certificates: For each type of manufactured product, from manufacturer, and complying
with the following:

1. Manufacturer's certified analysis of standard products.
2. Analysis of other materials by a recognized laboratory made according to methods
   established by the Association of Official Analytical Chemists, where applicable.

C. Sample Warranty: For special warranty.

1.8 CLOSEOUT SUBMITTALS

1.9 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful
   establishment of plants.

1. Professional Membership: Installer shall be a member in good standing of either the
   National Association of Landscape Professionals or AmericanHort.
2. Experience: Five years' experience in landscape installation.
3. Installer's Field Supervision: Require Installer to maintain an experienced full-time
   supervisor on Project site when work is in progress.
4. Personnel Certifications: Installer's field supervisor and personnel assigned to the Work
   shall have certification in one of the following categories from the National Association of
   Landscape Professionals:
   a. Landscape Industry Certified Technician - Exterior.
   b. Landscape Industry Certified Horticultural Technician.
5. Pesticide Applicator: State licensed, commercial.

B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable
   requirements in ANSI Z60.1.

C. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.

1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position.
   Take height measurements from or near the top of the root flare for field-grown stock and
   container-grown stock. Measure main body of tree or shrub for height and spread; do not
   measure branches or roots tip to tip. Take caliper measurements 6 inches above the root
   flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.

D. Plant Material Observation: Architect may observe plant material either at place of growth or at
   site before planting for compliance with requirements for genus, species, variety, cultivar, size,
   and quality. Architect may also observe trees and shrubs further for size and condition of balls
   and root systems, pests, disease symptoms, injuries, and latent defects and may reject
   unsatisfactory or defective material at any time during progress of work. Remove rejected trees
   or shrubs immediately from Project site.

1. Notify Architect of sources of planting materials seven days in advance of delivery to site.
1.10 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.

B. Bulk Materials:
   1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
   2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
   3. Accompany each delivery of bulk materials with appropriate certificates.

C. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

D. Handle planting stock by root ball.

E. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
   1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

F. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

G. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
   1. Set balled stock on ground and cover ball with soil, mulch, sawdust, layered burlap or other acceptable material.
   2. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.
   3. Do not allow root ball to dry out.

1.11 FIELD CONDITIONS

A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.
B. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.

1. Fall Planting: September 15th to October 31st.

C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

1.12 WARRANTY

A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Death and unsatisfactory growth (25% or more dead branches), except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
   b. Structural failures including plantings falling or blowing over.
   c. Faulty performance of tree stabilization.
   d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Periods: From date of planting completion.
   a. Trees: 12 months.

3. Include the following remedial actions as a minimum:
   a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
   b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
   c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk (“included bark”); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.

B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.

C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.

D. Labeling: Label at least one plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant.

E. If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

2.2 MULCHES

A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:

1. Type: Well composted shredded wood mulch.
2. Size Range: 3 inches maximum, 1/2 inch minimum.

2.3 TREE-STABILIZATION MATERIALS

A. Trunk-Stabilization Materials:

1. Upright and Guy Stakes: Rough-sawn, sound, new softwood with specified wood pressure-preservative treatment, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated, pointed at one end.
2. Flexible Ties: Wide rubber or elastic bands or cloth straps of length required to reach stakes.

2.4 TREE-WATERING DEVICES

A. Slow-Release Watering Device: Standard product manufactured for drip irrigation of plants and emptying its water contents over an extended time period; manufactured from UV-light-stabilized nylon-reinforced polyethylene sheet, PVC, or HDPE plastic.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   a. BIO-PLEX.
   b. Engineered Watering Solutions; PQ Partners, LLC.
   c. Spectrum Products, Inc.
2. Color: green or tan.

2.5 MISCELLANEOUS PRODUCTS

A. Mycorrhizal Fungi: Dry, granular inoculant containing at least 5300 spores per lb of vesicular-arbuscular mycorrhizal fungi and 95 million spores per lb of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable or which is dusty.

B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 PLANTING AREA ESTABLISHMENT

A. General: Prepare planting area for soil placement and mix planting soil according to Section 329113 "Soil Preparation."

B. Place Subgrade planting soil. Scarify sides and bottom of excavation with a spade or balling bar to break up smooth/slicked sides and bottom.
1. Place soil to a minimum depth of 18" in 6" lifts.
2. Compact each lift to 75% Standard Proctor and lightly scarify to break up surface following compaction and prior to placing next lift.

C. Placing Planting Soil: Lightly scarify surface of subgrade planting soil to break up surface. Place imported planting soil after amendment to a depth of 12" in 6" lifts.
   1. Compact each lift to 75% Standard Proctor and lightly scarify to break up surface following compaction and prior to placing next lift.

D. Place Compost component on top of final lift of planting soil and till into top 2 to 3 inches and smooth out to finish grade.

E. Allow 2" from surface of planting soil to adjacent hardscape/curbs to accommodate application of mulch following planting operations.

F. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

G. Application of Mycorrhizal Fungi: At time of planting, broadcast dry product uniformly over prepared soil at application rate according to manufacturer's written recommendations.

3.4 EXCAVATION FOR TREES AND SHRUBS

A. Planting Pits and Trenches: Excavate circular planting pits.
   1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit excavation with a spade or balling bar.
   2. Excavate approximately three times as wide as ball diameter for balled and burlapped stock or to extent allowed by planting pit.
   3. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
   4. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
   5. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
   6. Maintain supervision of excavations during working hours.
   7. Keep excavations covered or otherwise protected when unattended by Installer's personnel.

B. Backfill Soil: Subsoil and topsoil removed from excavations may be used as backfill soil unless otherwise indicated.

C. Obstructions: Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
D. Drainage: Notify Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.

E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.5 TREE, SHRUB, AND VINE PLANTING

A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.

B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
   1. Backfill: Planting soil. For trees, use excavated soil for backfill.
   2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
   3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
   4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
      a. Quantity: Three for each caliper inch of plant.
   5. Continue backfilling process. Water again after placing and tamping final layer of soil.

D. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 TREE PRUNING

A. Remove only dead, dying, or broken branches. Do not prune for shape.

B. Do not apply pruning paint to wounds.

3.7 TREE STABILIZATION

A. Trunk Stabilization by Upright Staking and Tying: Install trunk stabilization as follows unless otherwise indicated:
   1. Upright Staking and Tying:
SECTION 329300 - PLANTS

3.8 PLANTING AREA MULCHING

A. Mulch backfilled surfaces of planting areas and other areas indicated.
   
   1. Trees in Turf Areas: Apply organic mulch ring of 2-inch average thickness, with 36-inch radius around trunks or stems. **Do not place mulch within 6 inches of trunks or stems.**
   
   2. Organic Mulch in Planting Areas: Apply 2-inch average thickness of organic mulch over whole surface of planting area, and finish level with adjacent finish grades. **Do not place mulch within 6 inches of trunks or stems.**

3.9 INSTALLATION OF SLOW-RELEASE WATERING DEVICE

A. Provide one device for each tree.
   
   B. Place device on top of the mulch at base of tree stem and fill with water according to manufacturer's written instructions.

3.10 PLANT MAINTENANCE

A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.

B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.11 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and manufacturer's written recommendations. Coordinate

a. Stake trees of 2- through 5-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip out. Use a minimum of two stakes of length required to penetrate at least 12 inches below bottom of backfilled excavation and to extend at least 72 inches above grade. Set vertical stakes and space to avoid penetrating root balls or root masses.

b. Stake trees with two stakes for trees up to 12 feet high and 2-1/2 inches or less in caliper; three stakes for trees less than 14 feet high and up to 4 inches in caliper. Space stakes equally around trees.

2. Support trees with bands of flexible ties at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.
applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and ground-cover areas according to manufacturer's written recommendations. Do not apply to seeded areas.

C. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.12 REPAIR AND REPLACEMENT

A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Architect.

1. Submit details of proposed pruning and repairs.
2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.

B. Remove and replace trees that are more than 25 percent dead or in an unhealthy condition or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.

1. Provide new trees of same size as those being replaced for each tree of 6 inches or smaller in caliper size.
2. Provide one new tree(s) of 6-inch caliper size for each tree being replaced that measures more than 6 inches in caliper size.
3. Species of Replacement Trees: Same species being replaced.

3.13 CLEANING AND PROTECTION

A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

E. At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.
3.14 MAINTENANCE SERVICE

A. Maintenance Service for Trees and Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:

1. Maintenance Period: Three months from date of planting completion.

END OF SECTION 329300