# PROJECT MANUAL

Replace Locking System

Missouri Eastern Correctional Center

Pacific, MO

Designed By: Introba, Inc.

6 S. Orchard Ave. St. Louis, MO 63119

Date Issued: November 10, 2025

Project No.: C2410-01

STATE of MISSOURI

OFFICE of ADMINISTRATION
Facilities Management, Design and Construction

C2410-01

# SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

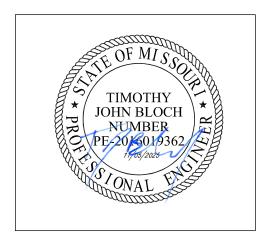
PROJECT NUMBER: C2410-01

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:

- A. Architect of Record
- 1. Bradford A. Pierce
- 2. Missouri AR005805
- 3. Responsible for Divisions 2, 7, & 8.



- B. Electrical Engineer
- 1. Timothy Bloch
- 2. Missouri PE-2016019362
- 3. Responsible for Division 26



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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 01 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 Construction Documents:

#### 00-GENERAL

G-000 COVER SHEET

#### **05-ARCHITECTURE**

- A-001 ARCH. SITE PLAN SYMBOLS & ABBREVIATIONS
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# **END OF SECTION 000115**

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#### **SECTION 001116 - INVITATION FOR BID**

#### 1.0 OWNER:

A. The State of Missouri

Office of Administration,

Division of Facilities Management, Design and Construction

Jefferson City, Missouri

#### 2.0 PROJECT TITLE AND NUMBER:

A. Replace Locking System

Missouri Eastern Correctional Center

Pacific, MO

Project No.: C2410-01

#### 3.0 BIDS WILL BE RECEIVED:

A. Until: 1:30 PM, February 3, 2026

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

#### 4.0 DESCRIPTION:

A. Scope: The project includes the replacement of locking systems within Housing Units 1-4 and Administration/Housing Unit 5 at the Missouri Eastern Correctional Center, Pacific, Missouri.

B. MBE/WBE/SDVE Goals: MBE 0%, WBE 0%, 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.

#### **5.0 PRE-BID MEETING:**

- A. Place/Time: 10 AM, January, 20, 2026, at Missouri Eastern Correctional Center, 18701 US Highway 66 Pacific, MO 63069.
- B. Access to State of Missouri property requires presentation of a photo ID by all persons

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

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

#### 7.0 POINT OF CONTACT:

- A. Designer: Introba, Inc., Brad Pierce, 314 391-2188, email: brad.pierce@introba.com
- B. Project Manager: James "Jay" Edwards, 573 694-0198, email: <u>James.Edwards@oa.mo.gov</u>

#### 8.0 GENERAL INFORMATION:

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

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

#### 1.0 - SPECIAL NOTICE TO BIDDERS

- A. If awarded a contract, the Bidder's employees, and the employees of all subcontractors, who perform the work on the project must adhere to requirements in Section 013513 Site Security and Health Requirements as applicable per Agency.
- B. The Bidder's prices shall include all city, state, and federal sales, excise, and similar taxes that may lawfully be assessed in connection with the performance of work, and the purchased of materials to be incorporated in the work.

  THIS PROJECT IS NOT TAX EXEMPT.

### 2.0 - BID DOCUMENTS

- A. The number of sets obtainable by one (1) party may be limited in accordance with available supply.
- B. For the convenience of contractors, subcontractors and suppliers, bidding documents are available on the Owner's website at <a href="https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans">https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans</a>.

### 3.0 - BIDDERS' OBLIGATIONS

- A. Bidders must carefully examine the entire site of the work and shall make all reasonable and necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the specifications and the plans. Bidders are required to examine all maps, plans and data mentioned in the specifications. No plea of ignorance concerning observable existing conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the successful Bidder (contractor) to fulfill every detail of the requirements of the contract, nor accepted as a basis for any claims for extra compensation or time extension.
- B. Under no circumstances will Bidders give their plans and specifications to other Bidders. It is highly encouraged, but not required, that all Bidders be on the official planholders list to receive project updates including but not limited to any addenda that are issued during the bidding process.

### 4.0 - INTERPRETATIONS

- A. No Bidder shall be entitled to rely on oral or written representations from any person as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction.
- B. Bidders shall make all requests for interpretations in writing and submit all requests to the Project Designer and Project Manager identified in Section 007300 Supplementary Conditions with all necessary supporting documentation no less than five (5) working days before opening of bids. Responses to requests for interpretation will be issued via a written addendum and will be sent as promptly as is practicable to all official planholders and posted on the Owner's website. All such addenda shall become part of the bid and contract documents.
- C. Bidders shall make all requests for an "Acceptable Substitution" on the Section 006325 Substitution Request Form. The request shall be emailed to the Project Designer and Project Manager identified in Section 007300 Supplementary Conditions no less than five (5) working days before opening of bids. Responses to requests for substitutions will be issued via a written addendum and will be sent as promptly as is practicable to all official planholders and posted on the Owner's website. All such addenda shall become part of the bid and contract documents.
- D. An "Acceptable Substitution" requested after the award of bid will only be approved if proven to the satisfaction of the Owner and the Designer that the product is acceptable in design, strength, durability, usefulness, and convenience for the purpose intended. Approval of the substitution after award is at the sole discretion of the Owner and all requests of this nature must be submitted in accordance with Article 3.1 of the General Conditions.

#### 5.0 - BIDS AND BIDDING PROCEDURE

- A. Bidders shall submit all submission forms and accompanying documents listed in Section 004113 Bid Form, Article 5.0, Attachments to Bid by the stated time on the bid documents or the bid will be rejected for being non-responsive.
- B. Depending on the specific project requirements, **the following is a GENERIC list** of all possible bid forms that may be due with bid submittals. Bidders must verify each specific project's requirements in Section 004113 to ensure they have provided all the required documentation with their submission.

Bid Submittal -	due before stated date and time of bid opening (see IFB):
004113	Bid Form (all pages are always required)
004322	Unit Prices Form
004336	Proposed Subcontractors Form
004337	MBE/WBE/SDVE 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

- C. The Bidder shall submit its bid on the forms provided by the Owner in the same file format (PDF) with each space fully and properly completed, typewritten or legibly printed, including all amounts required for alternate bids, unit prices, cost accounting data, etc. The Owner will reject bids that are not on the Owner's forms or that do not contain all requested information. All forms can be found on the Owner's website at <a href="https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans">https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans</a> and shall be submitted with your bid to <a href="mailto:FMDCBids@oa.mo.gov">FMDCBids@oa.mo.gov</a>.
- D. All bids shall be submitted without additional terms and conditions, modifications, or reservations. The completed forms should not include interlineations, alterations, or erasures. Bids not in compliance with the requirements of this paragraph will be rejected as non-responsive.
- E. All bids shall be accompanied by a bid bond executed by the bidder and a duly authorized surety company, certified check, cashier's check or bank draft made payable to the Division of Facilities Management, Design and Construction, State of Missouri, in the amount indicated in the bid documents in Section 004113. Failure of the Bidder to submit the duly authorized bid bond or the full amount required shall be sufficient cause to reject his bid. The Bidder agrees that the proceeds of the check, draft, or bond shall become the property of the State of Missouri, if for any reason the Bidder withdraws his bid after bid closing or if the Bidder, within ten (10) working days after notification of award, refuses or is unable to 1) execute the tendered contract, 2) provide an acceptable performance and payment bond, or 3) provide evidence of required insurance coverage.
- F. The bid bond check or draft submitted by the successful Bidder will be returned after the receipt of an acceptable performance and payment bond and execution of the formal contract. Checks or drafts of all other Bidders will be returned within a reasonable time after it is determined that the bid represented by same will receive no further consideration by the State of Missouri.

## **6.0 - SIGNING OF BIDS**

- A. A bid 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. If the Bidder is an entity organized in a state other than Missouri, the Bidder must provide a Certificate of Authority to do business in the State of Missouri.
- B. If the successful Bidder is doing business in the State of Missouri under a fictitious name, the Bidder shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.
- C. A bid from an individual shall be signed as noted on the Bid Form.
- D. A bid from a partnership or joint venture shall require only one signature of a partner, an officer of the joint venture authorized to bind the venture, or an attorney-in-fact. If the bid is signed by an officer of

- a joint venture or an attorney-in-fact, a document evidencing the individual's authority to execute contracts should be included with the bid form.
- E. A bid from a limited liability company (LLC) shall be signed by a manager or a managing member of the LLC.
- F. A bid from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation. Title of office held by the person signing for the corporation shall appear, along with typed name of said individual and the corporate license number shall be provided. In addition, for corporate proposals, the President or Vice-President listed per the current filing with the Missouri Secretary of State should sign as the Bidder. If the signatory is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signatory has the legal authority to bind the corporation.

#### 7.0 - RECEIVING BID SUBMITTALS

- A. It is the Bidder's sole responsibility to ensure receipt of the bid submittals by Owner on or before the date and time specified in the Invitation for Bid or as modified via written addenda. Bids received after the date and time specified will not be considered by the Owner.
- B. All bids shall be received via email at <a href="mailto:FMDCBids@oa.mo.gov">FMDCBids@oa.mo.gov</a> and bids received by the Owner through any other means, including hard copies, will not be considered, and will be discarded by the Owner unopened.

#### 8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bidder may withdraw a bid at any time prior to the scheduled closing time for receipt of bids, but no bidder may withdraw his bid for a period of twenty (20) working days after the scheduled closing time for receipt of bids.
- B. Bidder may modify a bid until the scheduled closing time by sending a revised bid to <a href="mailto:FMDCBids@oa.mo.gov">FMDCBids@oa.mo.gov</a> with a note in the subject line and body of the email that it is a revised bid. All revised bids must be submitted to <a href="mailto:FMDCBids@oa.mo.gov">FMDCBids@oa.mo.gov</a>, revised bids sent any other way will not be considered.

### 9.0 - AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.
- B. The Owner reserves the right to let other contracts in connection with the work including, but not limited to, contracts for the furnishing and installation of furniture, equipment, machinery, appliances and other apparatuses.
- C. The Owner will award a contract to the lowest, responsive, and responsible Bidder in accordance with Section 8.250, RSMo. No contract will be awarded to any Bidder who has had a contract with the Owner terminated within the preceding twelve months for material breach of contract or who has been suspended or debarred by the Owner.
- D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the lowest, responsive, responsible bidder.
- E. No award shall be considered binding upon the Owner until the written contract has been properly executed and the following documentation has been provided: 1) performance and payment bond consistent with Article 6.1 of the General Conditions; 2) proof of the required insurance coverage; 3) an executed Section 004541 Affidavit of Work Authorization form; and 4) documentation evidence enrollment and participation in a federal work authorization program.
- F. Failure to execute and return the contract and associated documents within the prescribed period shall be treated, at the option of the Owner, as a breach of Bidder's obligation and the Owner shall be under no further obligation to Bidder.
- G. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the

- Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful Bidder certifies that he has complied with all applicable provisions of Section 285.230-234.
- H. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding a E-Verify is located at <a href="https://www.e-verify.gov/employers/enrolling-in-e-verify">https://www.e-verify.gov/employers/enrolling-in-e-verify</a>. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.
- The successful Bidder must be registered in MissouriBUYS powered by MOVERS at <u>https://missouribuys.mo.gov/supplier-registration#</u> as an approved vendor prior to being issued a contract.

#### 10.0 - CONTRACT SECURITY

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

#### 11.0 - 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, manufacturer, or suppliers 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. 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 or if more than one subcontractor is listed for any category without designating the portion of work to be performed by each, the bid shall be rejected.

# 12.0 - WORKING DAYS

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

# 13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

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

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

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

#### 15.0 - MBE/WBE/SDVE INSTRUCTIONS

- A. Definitions:
  - 1. "MBE" means a Minority Business Enterprise.
  - 2. "MINORITY" has the same meaning as set forth in 1 C.S.R. 10-17.010.
  - "MINORITY BUSINESS ENTERPRISE" has the same meaning as set forth in section 37.020, RSMo.
  - 4. "WBE" means a Women's Business Enterprise.
  - "WOMEN'S BUSINESS ENTERPRISE" has the same meaning as set forth in section 37.020, RSMo.
  - 6. "SDVE" means a Service-Disabled Veterans Enterprise.
  - 7. "SERVICE-DISABLED VETERAN" has the same meaning as set forth in section 34.074, RSMo.
  - 8. "SERVICE-DISABLED VETERAN ENTERPRISE" has the same meaning as "Service-Disabled Veteran Business" set forth in section 34.074, RSMo.
- B. MBE/WBE/SDVE General Requirements:
  - 1. For all bids greater than \$100,000, the Bidder shall obtain MBE, WBE and SDVE participation in an amount equal to or greater than the percentage goals set forth in the Invitation for Bid and the Bid Form, unless the Bidder is granted a Good Faith Effort waiver by the Director of the Division, as set forth below. If the Bidder does not meet the MBE, WBE and SDVE goals, or make a good faith effort to do so, the Bidder shall be nonresponsive, and its bid shall be rejected.
  - 2. The Bidder should submit with its bid all 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 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 Prime Bidder that qualifies as an SDVE shall receive a three-percentage point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing the bid amount of the eligible SDVE 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 will become the apparent low responsive bid. This reduction is for evaluation purposes only and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded. In order to be eligible for the SDVE preference, the Bidder must complete and submit with its bid the Missouri Service-Disabled Veteran Business Form, and any information required by the form.
- 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.) 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 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 Equal Opportunity or by the Federal U.S. Small Business Administration directory.
- 2. The Bidder may determine the certification status of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO)'s online MBE/WBE directory <a href="https://apps1.mo.gov/MWBCertifiedFirms/">https://apps1.mo.gov/MWBCertifiedFirms/</a>. The Bidder may determine the eligibility of a SDVE subcontractor or supplier by referring to the Office of Equal Opportunity online SDVE directory at <a href="https://oeo.mo.gov/sdve-certification-program/">https://oeo.mo.gov/sdve-certification-program/</a> or the Federal U.S. Small Business Administration directory <a href="https://veterans.certify.sba.gov/#search">https://veterans.certify.sba.gov/#search</a>.
- 3. Additional information, clarifications, or other information regarding the MBE/WBE/SDVE listings in the directories may be obtained by contacting the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).

### E. Waiver of MBE/WBE/SDVE 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 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 granted a waiver and will be considered to be responsive to the applicable participation goals, regardless of the percent of actual participation obtained, if the bid is otherwise acceptable.
- 2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE and/or SDVE participation, the Director may evaluate the factors set forth in 1 CSR 30-5.010(6)(C) and the following:
  - a. The amount of actual participation obtained;

- b. How and when the Bidder contacted potential MBE, WBE, and SDVE subcontractors and suppliers;
- The documentation provided by the Bidder to support its contacts, including whether the Bidder provided the names, addresses, phone numbers, and dates of contact for MBE/WBE/SDVE firms contacted for specific categories of work;
- 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;

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



# State of Missouri Construction Contract

**THIS AGREEMENT** is made (DATE) by and between:

#### Contractor Name and Address

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

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

#### ARTICLE 1. STATEMENT OF WORK

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

Project Name: Replace Locking System

**Missouri Eastern Correctional Center** 

Pacific, MO

Project Number: C2410-01

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

# ARTICLE 2. TIME OF COMPLETION

The contract performance time is **240 working days** from the transmittal date of this agreement. The contract completion date is **MONTH**, **DAY**, **YEAR**. This time includes ten (10) working days for the Contractor to receive, sign and return the contract form along with required bonding and insurance certificates. Failure of the Contractor to provide correct bonding and insurance within the ten (10) working days shall not be grounds for a time extension. Receipt of proper bonding and insurance is a condition precedent to the formation of the contract and if not timely received, may result in forfeiture of the Contractor's bid security. Work may not commence until the Owner issues a written Notice to Proceed and must commence within seven (7) working days thereafter.

### ARTICLE 3. LIQUIDATED DAMAGES

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

#### ARTICLE 4. CONTRACT SUM

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

ase Bid:

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

TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)

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

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

#### ARTICLE 5. PREVAILING WAGE RATE

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

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

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

The Contractor has been granted a waiver of the 0% MBE and 0% WBE and 3% SDVE participation goals. The Contractor agrees to secure the MBE/WBE/SDVE participation amounts for this project as follows: (OR)

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

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

Total \$

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

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

### ARTICLE 7. CONTRACT DOCUMENTS

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

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

#### **ARTICLE 8 – CERTIFICATION**

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

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

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

Bond No.	
----------	--

# SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE	PRESENTS, THAT we		
as principal, and			
		as Surety, are held and firmly	bound unto the
STATE OF MISSOURI. in the	sum of	Dollars (\$	)
for payment whereof the Princip	oal and Surety bind themselves, th	eir heirs, executors, administrators and s	uccessors, jointly
and severally, firmly by these pr	resents.		
WHEREAS, the Principal has, b	y means of a written agreement d	lated the	
day of	, 20	, enter into a contract with the State	of Missouri for
	·		
	(Insert Project	Title and Number)	

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

forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being hereby waived. IN WITNESS WHEREOF, the above bounden parties have executed the within instrument this \_\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_. **AS APPLICABLE:** AN INDIVIDUAL Name: Signature: A PARTNERSHIP Name of Partner: Signature of Partner: Name of Partner: Signature of Partner: **CORPORATION** Firm Name: Signature of President: **SURETY** Surety Name: Attorney-in-Fact: Address of Attorney-in-Fact: Telephone Number of Attorney-in-Fact: Signature Attorney-in-Fact:

AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contract or in the work to be done under it or the giving by the Owner of any extension of the time for the performance of the contract or any other

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



# STATE OF MISSOURI

OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION

ISIUN DE FAUITHES MANAGEMENT DESIGN AND CONSTRUCTION	
SION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION  PROJECT NU	MBER

PRODUCT SUBSTITUTION REQUEST				
PROJECT TITLE AND LOCATION				
CHECK APPROPRIATE BOX				
SUBSTITUTION PRIOR TO BID OPENING  (Minimum of (5) working days prior to receipt of Bids as per Article 4 – Instructions to Bidders)				
SUBSTITUTION FOLLOWING A (Maximum of (20) working days from No	NWARD otice to Proceed as per Article 3 – General Co	nditions)		
FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)	·	,		
TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)				
Bidder/Contractor hereby requests acceptions of Division One of the Bidding SPECIFIED PRODUCT OR SYSTEM		ns as a substitution	in accordance with	
SPECIFIED PRODUCT OR STSTEM				
SPECIFICATION SECTION NO.				
SUPPORTING DATA				
Product data for proposed substitution	is attached (include description of product, sta	ndards, performance,	and test data)	
Sample Samp	le will be sent, if requested			
QUALITY COMPARISON				
	SPECIFIED PRODUCT	SUBSTITUTION	ON REQUEST	
NAME, BRAND				
CATALOG NO.				
MANUFACTURER				
VENDOR				
PREVIOUS INSTALLATIONS				
PROJECT	ARCHITECT/ENGINEER			
LOCATION		DA	ATE INSTALLED	
SIGNIFICANT VARIATIONS FROM SPECIFIED PI	RODUCT			
-				

REASON FOR SUBSTITUTION		
DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?		
☐ YES ☐ NO		
IF YES, EXPLAIN		
SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR A/E WORK  YES NO		
	SUBSTITUTION TO CONTRACT	
BIDDER'S/CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENT:		
We have investigated the proposed substitution. We believe that it is equal or superior in all respects to specified product, except as stated above; that it will provide the same Warranty as specified product; that we have included complete implications of the substitution; that we will pay redesign and other costs caused by the substitution which subsequently become apparent; and that we will pay costs to modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning as a result of the substitution.		
BIDDER/CONTRACTOR	DATE	
REVIEW AND ACTION	1	
Resubmit Substitution Request with the following additional information:		
Substitution is accepted.		
Substitution is accepted with the following comments:		
Substitution is not accepted.		
ARCHITECT/ENGINEER	DATE	

PROJECT NUMBER

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:		
NAME OF SUBCONTRACTOR		
BY (TYPED OR PRINTED NAME)		
SIGNATURE		
TITLE		

ORIGINAL: FILE/Closeout Documents



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

		REPORT

PAY APP NO.	PROJECT NUMBER
CHECK IF FINAL	DATE

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			-	
UM (Same as Line Item 1. on F	Form A of Application for	TOTAL CONTRACT SU of Application for Paymo	JM TO DATE (Same a ent)	is Line Item 3. on Form A
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ORIGINAL CONTRACT PARTICIPATION AMOUNT	PARTICIPATION AMOUNT PAID-TO-DATE (includes approved contract changes)	CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER COMPANY NAME		
\$	\$			
\$	\$			
\$	\$			
\$	\$			
\$	\$			
\$	\$			
	WBE/SDVE PARTICIRACT: \$  ORIGINAL CONTRACT PARTICIPATION AMOUNT  \$  \$  \$	UM (Same as Line Item 1. on Form A of Application for  WBE/SDVE PARTICIPATION DOLLAR AMORACT: \$  ORIGINAL CONTRACT PARTICIPATION AMOUNT PAID-TO-DATE (includes approved contract changes)  \$ \$  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	WBE/SDVE PARTICIPATION DOLLAR AMOUNT OF THIS PERACT: \$  ORIGINAL CONTRACT PARTICIPATION AMOUNT PAID-TO-DATE (includes approved contract changes)  \$  \$  \$  \$  \$  \$  \$  \$  \$  \$  \$  \$  \$	UM (Same as Line Item 1. on Form A of Application for of Application for Payment)  WBE/SDVE PARTICIPATION DOLLAR AMOUNT OF THIS PROJECT AS INITRACT:  ORIGINAL CONTRACT PARTICIPATION AMOUNT PAID-TO-DATE (includes approved contract changes)  \$  \$  \$  \$  \$  \$  \$  \$  \$  \$  \$  \$  \$

Revised 06/2023

### **INSTRUCTIONS FOR MBE/WBE/SDVE PROGRESS REPORT**

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

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

At Initial Pay Application fill in the following:

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

For all subsequent Pay Applications fill in the following:

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



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

PROJECT NUMBER

State of	personally cam	e and appeared		
-		(NAME	<u> </u>	
	of t	he		
(a corporation) (a partner	rship) (a proprietorship) ar	(NAME OF THE COMP and after being duly sworn	rany) did depose and say that al	– Il provisions
and requirements set out	t in Chapter 290, Sections	290.210 through and inc	luding 290.340, Missouri R	Revised
Statutes, pertaining to the	e payment of wages to wo	orkmen employed on publ	ic works project have beer	n fully satisfied
and there has been no ex	xception to the full and co	mpleted compliance with	said provisions and require	ements
and with Wage Determin		issued by the		
-			,	
Department of Labor and	d Industrial Relations, Stat	e of Missouri on the	day of	20 _
in carrying out the contra	act and working in connect	ion with		
		(NAME OF PROJECT)		
Located at		in		County
(NAME OF THE II	NSTITUTION)			
Missouri, and completed	on the	day of		
SNATURE				
SNATURE				
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OTARY INFORMATION	STATE		COUNTY (OR CITY OF ST. L	OUIS)
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FILE: Closeout Documents

# **GENERAL CONDITIONS**

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  - 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
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- 3. Contractor Responsibilities
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  - 3.4. Guaranty and Warranties
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  - 5.3. Project Completion
  - 5.4. Payments
  - **6.** Bond and Insurance

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- 6.2. Insurance
- 7. Termination or Suspension of Contract
  - 7.1. For Site Conditions
  - 7.2. For Cause
  - 7.3. For Convenience

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

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

#### ARTICLE 1 – GENERAL PROVISIONS

#### **ARTICLE 1.1 - DEFINITIONS**

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

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

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

# ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

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

- A. Since the Owner is the State of Missouri, municipal or political subdivisions, zoning ordinances, construction codes (other than licensing of trades), and other like ordinances are not applicable to construction on Owner's property, and Contractor will not be required to submit drawings and specifications to any municipal or political subdivision, authority, obtain construction permits or any other licenses (other than licensing of trades) or permits from or submit to inspections by any municipality or political subdivision relating to the construction for this All permits or licenses required by municipality or political subdivision for operation on property not belonging to Owner shall be obtained by and paid for by Contractor. Each Contractor shall comply with all applicable laws, ordinances, rules and regulations that pertain to the work of this contract.
- B. Contractors, subcontractors and their employees engaged in the businesses of electrical, mechanical, plumbing, carpentry, sprinkler system work, and other construction related trades shall be licensed to perform such work by the municipal or political subdivision where the project is located, if such licensure is required by local code. Local codes shall dictate the level (master, journeyman, and apprentice) and the number, type and ratio of licensed tradesmen required for this project within the jurisdiction of such municipal or political subdivision.
- C. Equipment and controls manufacturers and their authorized service and installation technicians that do not maintain an office within the jurisdiction of the municipal or political subdivision but are a listed or specified contractor or subcontractor on this project are exempt from Paragraph 1.3 B above.
- D. The Contractor shall post a copy of the wage determination issued for the project and included as a part of the contract documents, in a prominent and easily accessible location at the site of construction for the duration of the project.
- E. Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall forfeit as a penalty to the public body on whose

behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

# ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

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

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

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

#### ARTICLE 1.5 - ANTI-KICKBACK

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

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

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

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

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

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

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

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

# ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

- A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.
- B. The Contractor shall consult the drawings for all other contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Owner's Representative before the work is performed. If the Contractor fails to do this, and constructs any work which interferes with the work of another contractor, the Contractor shall remove any part so conflicting and rebuild same, as directed by the Owner's Representative at no additional cost to the Owner.
- C. Each contractor shall be required to coordinate his work with other contractors so as to afford others reasonable opportunity for execution of their work. No contractor shall delay any other contractor by neglecting to perform contract work at the proper time. If any contractor causes delay to another, they shall be liable directly to that contractor for such delay in addition to any liquidated damages which might be due the Owner.
- D. Should the Contractor or project associated subcontractors refuse to cooperate with the instructions and reasonable requests of other Contractors or other subcontractors in the overall coordinating of the work, the Owner may take such appropriate action and issue directions, as required, to avoid unnecessary and unwarranted delays.
- E. Each Contractor shall be responsible for damage done to Owner's or other Contractor's property by him/her or workers in his employ through their fault or negligence.
- F. Should a Contractor sustain any damage through any act or omission of any other Contractor having a contract with the Owner, the Contractor so damaged shall have no claim or cause of action against the Owner for such damage, but shall have a claim or cause of action against the other Contractor to recover any and all damages sustained by reason of the acts or omissions of such Contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but

not be limited to, any unreasonable delay on the part of any such contractors.

#### ARTICLE 1.10 - ASSIGNMENT OF CONTRACT

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

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

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

# ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS

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

# ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES

- A. The Owner shall give all orders and directions contemplated under this contract relative to the execution of the work. During progress of work the Owner will be represented at the project site by the Construction Representative and/or Designer, whose responsibilities are to see that this contract is properly fulfilled.
- B. The Owner shall at all times have access to the work whenever it is in preparation or progress. The Contractors shall provide proper facilities for such access and for inspection and supervision.
- C. All materials and workmanship used in the work shall be subject to the inspection of the Designer and Construction Representative, and any work which is deemed defective shall be removed, rebuilt or made good immediately upon notice. The cost of such correction shall be borne by the Contractor. Contractor shall not be entitled to an extension of the contract completion date in order to remedy defective work. All rejected materials shall be immediately removed from the site of the work.
- D. If the Contractor fails to proceed at once with the correction of rejected defective materials or workmanship, the Owner may, by separate contract or otherwise, have the defects remedied or rejected. Materials removed from the site and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.
- E. Failure or neglect on the part of Owner to observe faulty work, or work done which is not in accordance with the drawings and specifications shall not relieve the Contractor from responsibility for correcting such work without additional compensation.
- F. The Owner shall have the right to direct the Contractor to uncover any completed work.
  - 1. If the Contractor fails to adequately notify the Construction Representative and/or Designer of an inspection as required by the Contract Documents, the Contractor shall, upon written request, uncover the work. The Contractor shall bear all costs associated with uncovering and again covering the work exposed.
  - 2. If the Contractor is directed to uncover work, which was not otherwise required by the Contract\_Documents to be inspected, and the work is found to be defective in any respect, no compensation shall be allowed for this work. If, however, such work is found to meet

the requirements of this contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 10% shall be allowed the Contractor.

- G. The Designer shall give all orders and directions contemplated under this contract relative to the scope of the work and shall give the initial interpretation of the contract documents.
- H. The Owner may file a written notice to the Contractor to dismiss immediately any subcontractors, project managers, superintendents, foremen, workers, watchmen or other employees whom the Owner may deem incompetent, careless or a hindrance to proper or timely execution of the work. The Contractor shall comply with such notice as promptly as practicable without detriment to the work or its progress.
- I. If in the Owner's judgment it becomes necessary at any time to accelerate work, when ordered by the Owner in writing, the Contractor shall redirect resources to such work items and execute such portions of the work as may be required to complete the work within the current approved contract schedule.

### ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES

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

#### **ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS**

- A. The Contractor may request use of any article, device, product, material, fixture, form or type of construction which in the judgment of the Owner and Designer is equal in all respects to that named. Standard products of manufacturers other than those specified will be accepted when, prior to the ordering or use thereof, it is proven to the satisfaction of the Owner and Designer that they are equal in design, strength, durability, usefulness and convenience for the purpose intended.
- B. Any changes required in the details and dimensions indicated on the drawings for the substitution of products other than those specified shall be properly made at the expense of the Contractor requesting the substitution or change.
- C. The Contractor shall submit a request for such substitutions in writing to the Owner and Designer within twenty (20) working days after the date of

- the "Notice to Proceed." Thereafter no consideration will be given to alternate forms of accomplishing the work. This Article does not preclude the Owner from exercising the provisions of Article 4 hereof.
- D. Any request for substitution by the Contractor shall be submitted in accordance with SECTION 002113 INSTRUCTIONS TO BIDDERS.
- E. When a material has been approved, no change in brand or make will be permitted unless:
  - Written verification is received from the manufacturer stating they cannot make delivery on the date previously agreed, or
  - 2. Material delivered fails to comply with contract requirements.

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

- A. The Contractor's submittals must be submitted with such promptness as to allow for review and approval so as not to cause delay in the work. The Contractor shall coordinate preparation and processing of submittals with performance of construction activities.
  - Coordinate each submittal with fabrication, = purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - Submit four (4) copies to the Designer and additional copies as required for the subcontractors and material suppliers. Also provide copies to meet the requirements for maintenance manuals.
- B. All subcontractors' shop drawings and schedules shall be submitted by the Contractor and shall bear evidence that Contractor has received, reviewed, and approved them. Any shop drawings and schedules submitted without this evidence will be returned to the Contractor for resubmission.
- C. The Contractor shall include with the shop drawing, a letter indicating any and all deviations from the drawings and/or specifications. Failure to notify the Designer of such deviations will be grounds for subsequent rejection of the related work or materials. If, in the opinion of the Designer, the deviations are not acceptable, the Contractor will be required to furnish the item as specified and indicated on the drawings.
- D. The Designer shall check shop drawings and schedules with reasonable promptness and approve them only if they conform to the design concept of the project and comply with the information given in the contract documents. The approval shall not relieve the Contractor from the responsibility to comply with the drawings and specifications, unless the Contractor has called the Designer's attention to the deviation, in writing, at the time of

submission and the Designer has knowingly approved thereof. An approval of any such modification will be given only under the following conditions:

- 1. It is in the best interest of the Owner
- 2. It does not increase the contract sum and/or completion time
- 3. It does not deviate from the design intent
- 4. It is without prejudice to any and all rights under the surety bond.
- E. No extension of time will be granted because of the Contractor's failure to submit shop drawings and schedules in ample time to allow for review, possible resubmission, and approval. Fabrication of work shall not commence until the Contractor has received approval. The Contractor shall furnish prints of approved shop drawings and schedules to all subcontractors whose work is in any way related to the work under this contract. Only prints bearing this approval will be allowed on the site of construction
- F. The Contractor shall maintain a complete file onsite of approved shop drawings available for use by the Construction Representative.

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

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

# ARTICLE 3.4 – GUARANTY AND WARRANTIES

#### A. General Guaranty

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

- 2. The Contractor or surety shall remedy any defects in the work and pay for any damage to property resulting there from which shall appear within a period of one (1) year from the date of substantial completion unless a longer period is otherwise specified or a differing guaranty period has been established in the substantial completion certificate. The Owner will give notice of observed defects with reasonable promptness.
- 3. In case of default on the part of the Contractor in fulfilling this part of this contract, the Owner may correct the work or repair the damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor or surety.
- 4. The work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, or insufficient maintenance. improper improper operation, or normal wear and tear under normal usage. If required by the Contractor Owner, the shall furnish satisfactory evidence as to the kind and quality of materials and equipment

# B. Extended Warranty

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

# ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS

- A. Immediately after equipment submittals are approved and no later than ten (10) working days prior to the substantial completion inspection, the Contractor shall provide to the Designer three (3) copies of operating instructions and service manuals, containing the following:
  - Start-up and Shut-down Procedures: Provide a step-by-step write up of all major equipment. When manufacturer's printed start-up, trouble shooting and shut-down procedures are available; they may be incorporated into the operating manual for reference.

- 2. Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.
- 3. Equipment List: List of all major equipment as installed shall be prepared to include model number, capacities, flow rate, name place data, shop drawings and air and water balance reports.
- 4. Service Instructions: Provide the following information for all pieces of equipment.
  - a. Recommended spare parts including catalog number and name of local supplier or factory representative.
  - b. Belt sizes, types, and lengths.
  - c. Wiring diagrams.
- 5. Manufacturer's Certificate of Warranty as described in Article 3.4.
- 6. Prior to the final payment, furnish to the Designer three (4) copies of parts catalogs for each piece of equipment furnished by him/her on the project with the components identified by number for replacement ordering.
- B. Submission of operating instructions shall be done in the following manner.
  - 1. Manuals shall be in quadruplicate, and all materials shall be bound into volumes of standard 8½" x 11" hard binders. Large drawings too bulky to be folded into 8½" x 11" shall be separately bound or folded and in envelopes, cross referenced and indexed with the manuals.
  - 2. The manuals shall identify project name, project number, and include the name and address of the Contractor, subcontractors and manufacturers who were involved with the activity described in that particular manual.
  - 3. Internally subdivide the binder contents with permanent page dividers, logically organized with tab titles clearly printed under reinforced laminated plastic tabs.
  - 4. Contents: Prepare a Table of Contents for each volume, with each product or system description identified.

# ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

A. The Contractor shall keep on site, during progress of the work, a competent superintendent satisfactory to the Construction Representative. The superintendent shall represent the Contractor and all agreements made by the superintendent shall be binding. The superintendent shall

- carefully study and compare all drawings, specifications and other instructions and shall promptly notify the Construction Representative and Designer, in writing, any error, inconsistency or omission which may be discovered. The superintendent shall coordinate all work on the project. Any change of the superintendent shall be approved by the Construction Representative.
- B. Contractor shall, at all times, enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.
- C. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and ensure completion thereof within the time specified.
- D. The Contractor and each of his subcontractors shall submit to the Construction Representative, through the Designer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- E. The Contractor, subcontractors, and material suppliers shall upon written request, give the Owner access to all time cards, material invoices, payrolls, estimates, profit and loss statements, and all other direct or indirect costs related to this work.
- F. The Contractor shall be responsible for laying out all contract work such as layout of architectural, structural, mechanical and electrical work, which shall be coordinated with layouts of subcontractors for general construction work. The Contractor is also responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by him/her, whether furnished by Contractor or others. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.
- G. The Contractor must notify the Construction Representative at least one working day before placing concrete or burying underground utilities, pipelines, etc.
- H. Contractors shall prearrange time with the Construction Representative for the interruption of any facility operation. Unless otherwise specified in these documents, all connections, alterations or relocations as well as all other portions of the work will be performed during normal working hours.

- The Contractor shall coordinate all work so there will not be prolonged interruptions of existing equipment operation. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections necessary for the project, which affect portions of this construction or building or any other building must be scheduled with the Construction Representative to minimize or avoid any disruption of facility operations. In no case, unless previously approved in writing by the Construction Representative, shall utilities be left disconnected at the end of a work day or over a Any interruption of utilities either intentionally or accidentally shall not relieve the Contractor responsible for the interruption from the responsibility to repair and restore the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.
- J. Contractors shall limit operations and storage of materials to the area within the project, except as necessary to connect to existing utilities, and shall not encroach on neighboring property. The Contractor shall be responsible for repair of their damage to property on or off the project site occurring during construction of project. All such repairs shall be made to the satisfaction of the property owner.
- K. Unless otherwise permitted, all materials shall be new and both workmanship and materials shall be of the best quality.
- L. Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, and/or install and pay for materials, devices, mechanisms, equipment, all necessary personnel, utilities including, but not limited to water, heat, light and electric power, transportation services, applicable taxes of every nature, and all other facilities necessary for the proper execution and completion of the work.
- M. Contractor shall carefully examine the plans and drawings and shall be responsible for the proper fitting of his material, equipment and apparatus into the building.
- N. The Contractor or subcontractors shall not overload, or permit others to overload, any part of any structure during the performance of this contract.
- O. All temporary shoring, bracing, etc., required for the removal of existing work and/or for the installation of new work shall be included in this contract. The Contractor shall make good, at no cost to the Owner, any damage caused by improper support or failure of shoring in any respect. Each Contractor shall be responsible for shoring

- required to protect his work or adjacent property and improvements of Owner and shall be responsible for shoring or for giving written notice to adjacent property owners. Shoring shall be removed only after completion of permanent supports.
- P. The Contractor shall provide at the proper time such material as is required for support of the work. If openings are required, whether shown on drawings or not, the Contractor shall see that they are properly constructed.
- Q. During the performance of work the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences and other devices appropriately located on site which will give proper and understandable warning to all persons of danger of entry onto land, structure or equipment.
- R. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials.
- The Contractor shall be responsible for care of the finished work and shall protect same from damage or defacement until substantial completion by the Owner. If the work is damaged by any cause, the Contractor shall immediately begin to make repairs accordance with the drawings specifications. Contractor shall be liable for all damage or loss unless attributable to the acts or omissions of the Owner or Designer. Any claim for reimbursement shall be submitted in accordance with Article 4. After substantial completion the Contractor will only be responsible for damage resulting from acts or omissions of the Contractor or subcontractors through final warranty.
- T. In the event the Contractor encounters an unforeseen hazardous material, the Contractor shall immediately stop work in the area affected and report the condition to the Owner and Designer in writing. The Contractor shall not be required, pursuant to Article 4, to perform, any work relating to hazardous materials.
- U. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 4.
- V. Before commencing work, Contractors shall confer with the Construction Representative and facility representative and review any facility rules and regulations which may affect the conduct of the work.

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

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

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

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

### 4.1 CHANGES IN THE WORK

- A. The Construction Representative, without giving notice to the surety and without invalidating this contract, may order extra work or make changes by altering, adding to or deducting from the work, this contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract. A claim for extension of time caused by any change must be adjusted at the time of ordering such change. No future request for time will be considered.
- B. Each Contract Change shall include all costs required to perform the work including all labor, material, equipment, overheads and profit, delay, disruptions, or other miscellaneous expenses. No subsequent requests for additional compensation including claims for delay, disruption, or reduced efficiency as a result of each change will be considered. Values from the Schedule of Values will not be binding as a basis for additions to or deductions from the contract price.

- C. The amount of any adjustment in this contract price for authorized changes shall be agreed upon before such changes become effective and shall be determined, through submission of a request for proposal, as follows:
  - 1. By an acceptable fixed price proposal from the Contractor. Breakdowns shall include all takeoff sheets of each Contractor and subcontractor. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
  - 2. By a cost-plus-fixed-fee (time and material) basis with maximum price, total cost not to exceed said maximum. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
  - 3. By unit prices contained in Contractor's original bid form and incorporated in the construction contract.
- D. Overhead and Profit on Contract Changes shall be applied as follows:
  - 1. The overhead and profit charge by the Contractor and all subcontractors shall be considered to include, but is not limited to: incidental job burdens, small truck (under 1 ton) expense, mileage, small hand tools, warranty costs, company benefits and general office overhead. Project supervision including field supervision and job site office expense shall be considered a part of overhead and profit unless a compensable time extension is granted.
  - 2. The percentages for overhead and profit charged on Contract Changes shall be subject to the following limits: (a) the percentage mark-up for the Contractor shall be limited to the Contractor's fee: (b) fifteen percent (15%) maximum for Work directly performed by employees of a subcontractor, or subsubcontractor; (c) five percent (5%) maximum for the Work performed or passed through to the Owner by the Contractor; (d) five percent (5%) maximum subcontractor's mark-up for

Work performed by a sub-subcontractor and passed through to the Owner by the subcontractor and Contractor; and (e) in no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty-five percent (25%) of the cost of materials, labor and equipment (exclusive of Contractor or any Subcontractor overhead and profit) necessary to put the contract change work in place.

- 3. The Contractor will be allowed to add the cost of Contractor's payment and performance bonding, builder's risk insurance, and general liability insurance to their cost of work. The above listed bonding and insurance cost shall not exceed two percent (2%) and shall be allowed on the total cost of the added work, including overhead and profit.
- 4. On proposals covering both increases and decreases in the amount of this contract, the application of overhead and profit shall be on the net change in the cost of the work.
- 5. The percentage(s) for overhead and profit to be credited to the Owner on Contract Changes that are solely decreases in the quantity of work or materials shall be the same as those for additive Contract Changes provided above.
- E. No claim for an addition to this contract sum shall be valid unless authorized as aforesaid in writing by the Owner. In the event that none of the foregoing methods are agreed upon, the Owner may order the Contractor to perform work on a time and material basis. The cost of such work shall be determined by the Contractor's actual labor and material cost to perform the work plus overhead and profit as outlined herein. The Designer and Construction Representative shall approve the Contractor's daily time and material invoices for the work involved.
- F. If the Contractor claims that any instructions involve extra cost under this contract, the Contractor shall give the Owner's Representative written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made and authorized by the Owner, in writing.
- G. In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor, without special instruction or authorization from the Construction Representative, is hereby permitted to act at their discretion to prevent such threatened loss or injury. The Contractor shall submit a claim for compensation for such emergency work in writing to the Owner's Representative.

# ARTICLE 4.2 – CHANGES IN COMPLETION TIME

- A. Extension of the number of work days stipulated in the Contract for completion of the work with compensation may be made when:
  - 1. The contractor documents that proposed Changes in the work, as provided in Article 4.1, extends construction activities critical to contract completion date, OR
  - 2. The Owner suspends all work for convenience of the Owner as provided in Article 7.3, OR
  - 3. An Owner caused delay extends construction activities critical to contract completion (except as provided elsewhere in these General Conditions). The Contractor is to review the work activities yet to begin and evaluate the possibility of rescheduling the work to minimize the overall project delay.
- B. Extension of the number of work days stipulated in the Contract for completion of the work without compensation may be made when:
  - 1. Weather-related delays occur, subject to provisions for the inclusion of a specified number of "bad weather" days when provided for in Section 012100-Allowances, OR
  - 2. Labor strikes or acts of God occur, OR
  - 3. The work of the Contractor is delayed on account of conditions which were beyond the control of the Contractor, subcontractors or suppliers, and were not the result of their fault or negligence.
- C. No time extension or compensation will be provided for delays caused by or within the control of the Contractor, subcontractors or suppliers and for concurrent delays caused by the Owner.
- D. The Contractor shall notify the Owner promptly of any occurrence or conditions which in the Contractor's opinion results in a need for an extension of time. The notice shall be in writing and shall include all necessary supporting materials with details of any resultant costs and be submitted in time to permit full investigation and evaluation of the Contractor's claim. The Owner shall promptly acknowledge the Contractor's notice and, after recommendation from the Owner's Representative and/or Designer, shall provide a decision to the Contractor. Failure on the part of the Contractor to provide such notice and to detail the costs shall constitute a waiver by the Contractor of any claim. Requests for extensions of time shall be for working days only.

# ARTICLE 5 - CONSTRUCTION AND COMPLETION

### ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT

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

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

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

#### **ARTICLE 5.2 -- PROJECT CONSTRUCTION**

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

- with the requirements outlined in Section 013200 Schedules.
- B. Contractor shall employ and supply a sufficient force of workers, material, and equipment and shall pay when due, any worker, subcontractor or supplier and otherwise prosecute the work with such diligence so as to maintain the rate of progress indicated on the progress schedule, prevent work stoppage, and insure completion of the project within the time specified.

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

- A. Substantial Completion. A Project is substantially complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner's ability to use the Project for its intended purpose.
  - 1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
    - That work is essentially complete with the exception of certain listed work items.
       The list shall be referred to as the "Contractor's Punch."
    - b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.5A.
    - c. That the Work is ready for inspection by the Designer and Construction Representative. The Owner shall be entitled to a minimum of ten working days notice before the inspection shall be performed.
  - 2. If the work is acceptable, the Owner shall issue a Certificate of Substantial Completion, which shall set forth the responsibilities of the Owner and the Contractor for utilities, security, maintenance, damage to the work and risk of loss. The Certificate shall also identify those remaining items of work to be performed by the Contractor. All such work items shall be complete within 30 working days of the date of the Certificate, unless the Certificate specifies a different time. If the Contractor shall be required to perform tests that must be delayed due to climatic conditions, it is understood that such tests and affected equipment will be identified on the Certificate and shall be accomplished by the Contractor at the earliest possible date. Performance of the tests may not be required before Substantial Completion can be issued. The date of the issuance of the Certificate of

- Substantial Completion shall determine whether or not the work was completed within the contract time and whether or not Liquidated Damages are due.
- 3. If the work is not acceptable, and the Owner does not issue a Certificate of Substantial Completion, the Owner shall be entitled to charge the Contractor with the Designer's and Owner's costs of re-inspection, including time and travel.
- B. Partial Occupancy. Contractor agrees that the Owner shall be permitted to occupy and use any completed or partially completed portions of the Project, when such occupancy and use is in the Owner's best interest. Owner shall notify Contractor of its desire and intention to take Partial Occupancy as soon as possible but at least ten (10) working days before the Owner intends to occupy. If the Contractor believes that the portion of the work the Owner intends to occupy is not ready for occupancy, the Contractor shall notify the Owner immediately. The Designer shall inspect the work in accordance with the procedures above. If the Contractor claims increased cost of the project or delay in completion as a result of the occupancy, he shall notify the Owner immediately but in all cases before occupancy occurs.
- C. Final Completion. The Project is finally complete when the Certificate of Substantial Completion has been issued and all work items identified therein as incomplete have been completed, and when all administrative items required by the contract have been completed. Final Completion entitles the Contractor to payment of the outstanding balance of the contract amount including all change orders and retainage. Within five (5) working days of the date of the Certificate of Substantial Completion, the Contractor shall identify the cost to complete any outstanding items of work. The Designer shall review the Contractor's estimate and either approve it or provide an independent estimate for all such items. If the Contractor fails to complete the remaining items within the time specified in the Certificate, the Owner may terminate the contract and go to the surety for project completion in accordance with Article 7.2 or release the contract balance to the Contractor less 150% of the approved estimate to complete the outstanding items. Upon completion of the outstanding items, when a final cost has been established, any monies remaining shall be paid to the Contractor. Failure to complete items of work does not relieve the Contractor from the obligation to complete the administrative requirements of the contract, such as the provisions of Article 5.3 FAILURE TO COMPLETE ALL ITEMS OF WORK UNDER THE CONTRACT SHALL BE CONSIDERED A

- DEFAULT AND BE GROUNDS FOR CONTRACT TERMINATION AND DEBARMENT.
- D. Liquidated Damages. Contractor agrees that the Owner may deduct from the contract price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in this contract for each work day after the Contract Completion Day on which work is not Substantially Complete. Assessment of Liquidated Damages shall not relieve the Contractor or the surety of any responsibility or obligation under the Contract. In addition, the Owner may, without prejudice to any other rights, claims, or remedies the Owner may have including the right to Liquidated Damages, charge the Contractor for all additional expenses incurred by the Owner and/or Designer as the result of the extended contract period through Final Completion. Additional Expenses shall include but not be limited to the costs of additional inspections.
- E. Early Completion. The Contractor has the right to finish the work before the contract completion date; however, the Owner assumes no liability for any hindrances to the Contractor unless Owner caused delays result in a time extension to the contract completion date. The Contractor shall not be entitled to any claims for lost efficiencies or for delay if a Certificate of Substantial Completion is given on or before the Contract Completion Date.

#### ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

- A. Payments on account of this contract will be made monthly in proportion to the work which has been completed. Request for payment must be submitted on the Owner's forms. No other pay request will be processed. Supporting breakdowns must be in the same format as Owner's forms and must provide the same level of detail. The Designer will, within 5 working days from receipt of the contractor's request for payment either issue a Certificate for Payment to the Owner, for such amount as the Designer determines is properly due, or notify the Contractor in writing of reasons for withholding a Certificate. The Owner shall make payment within 30 calendar days after the "Application and Certification for Payment" has been received and certified by the Designer. The following items are to be attached to the contractor's pay request:
  - 1. Updated construction schedule
  - 2. Certified payrolls consisting of name, home addresses of all workers, occupation and craft, number of hours worked and actual wages paid for each individual employee, of the Contractor and all subcontractors working on the project

- B. The Owner shall retain 5 percent of the amount of each such payment application, except as allowed by Article 5.4, until final completion and acceptance of all work covered by this contract.
- C. Each payment made to Contractor shall be on account of the total amount payable to Contractor and all material and work covered by paid partial payment shall thereupon become the sole property of Owner. This provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of this contract.
- D. Materials delivered to the work site and not incorporated in the work will be allowed in the Application and Certification for Payment on the basis of one hundred (100%) percent of value, subject to the 5% retainage providing that they are suitably stored on the site or in an approved warehouse in accordance with the following requirements:
  - 1. Material has previously been approved through submittal and acceptance of shop drawings conforming to requirements of Article 3.2 of General Conditions.
  - 2. Delivery is made in accordance with the time frame on the approved schedule.
  - 3. Materials, equipment, etc., are properly stored and protected from damage and deterioration and remain so if not, previously approved amounts will be deleted from subsequent pay applications.
  - 4. The payment request is accompanied by a breakdown identifying the material equipment, etc. in sufficient detail to establish quantity and value.
- E. The Contractor shall be allowed to include in the Application and Certification for Payment, one hundred (100%) of the value, subject to retainage, of major equipment and material stored off the site if all of the following conditions are met:
  - 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:
  - Defective work not remedied. When a notice
    of noncompliance is issued on an item or
    items, corrective action shall be undertaken
    immediately. Until corrective action is
    completed, no monies will be paid and no
    additional time will be allowed for the item or
    items. The cost of corrective action(s) shall be
    borne by the Contractor.
  - 2. A reasonable doubt that this contract can be completed for the unpaid balance.
  - 3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.
  - 4. Failure of the Contractor to update the construction schedule.
    - When the Construction Representative is satisfied the Contractor has remedied above deficiencies, payment shall be released.
- H. Final Payment: Upon receipt of written notice from the Contractor to the Designer and Project Representative that the work is ready for final inspection and acceptance, the Designer and Project Representative, with the Contractor, shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Construction Representative shall complete a final acceptance report and the Contractor will be

directed to submit a final Application and Certification for Payment. If the Owner approves the same, the entire balance shall be due and payable, with the exception of deductions as provided for under Article 5.4.

- 1. Where the specifications provide for the performance by the Contractor of (certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of climatic conditions, such test shall may be considered as required under the provisions of the specifications, Section 013300 and this contract may be substantial Full payment will not be made until the tests have been made and the equipment and system is finally accepted. If the tests are not completed when scheduled, the Owner may deduct 150% of the value of the tests from the final payment.
- 2. The final payment shall not become due until the Contractor delivers to the Construction Representative:
  - a) A complete file of releases, on the standard form included in the contract documents as "Final Receipt of Payment and Release Form", from subcontractors and material suppliers evidencing payment in full for services, equipment and materials, as the case may require, if the Owner approves, or a consent from the Surety to final payment accepting liability for any unpaid amounts.
  - b) An Affidavit of Compliance with Prevailing Wage Law, in the form as included in this contract specifications, properly executed by each subcontractor, and the Contractor
  - c) Certified copies of all payrolls
  - d) As-built drawings
- 3. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a claim including all costs and a reasonable attorney's fee.
- 4. Missouri statute requires prompt payment from the Owner to the Contractor within thirty calendar days and from the Contractor to his subcontractors within fifteen calendar days. Failure to make payments within the required

- time frame entitles the receiving party to charge interest at the rate of one and one half percent per month calculated from the expiration of the statutory time period until paid.
- 5. The value of all unused unit price allowances and/or 150% of the value of the outstanding work items, and/or liquidated damages may be deducted from the final pay request without executing a Contract Change. Any unit price items which exceed the number of units in the contract may be added by Contract Change.

#### ARTICLE 6 -- INSURANCE AND BONDS

#### ARTICLE 6.1 -- BOND

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

#### **ARTICLE 6.2 – INSURANCE**

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

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

#### 1. General Liability

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

If ISO equivalent or manuscript general liability coverage forms are used, minimum will be coverage 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 Endorsement is used, Contractor shall make all reports as required therein so as to keep in force an amount of insurance which will equal the replacement cost of the work, materials, equipment, supplies, temporary structures, and other property covered thereby; and if, as a result of Contractor's failure to make any such report, the amount of insurance so recoverable shall be less than such replacement cost. Contractor's interest in the proceeds of such insurance, if any, shall be subordinated to Owner's interest to the end that Owner may receive full reimbursement for its loss.

#### C. Minimum Limits of Insurance

1. General Liability

Contractor

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

property damage

\$2,000,000 annual aggregate

2. Automobile Liability

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

3. Workers' Compensation and Employers Liability

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

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

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

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

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

#### E. Other Insurance Provisions and Requirements

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

#### 1. General Liability

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

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

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

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

#### 2. Automobile Insurance

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

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

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

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

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

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

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

#### 4. All Coverages

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

#### F. Insurer Qualifications and Acceptability

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

#### G. Verification of Insurance Coverage

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

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

### ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

#### SECTION 007300 - SUPPLEMENTARY CONDITIONS

#### 1.0 GENERAL:

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

#### 2.0 CONTACTS:

Designer: Brad Pierce

Introba, Inc. 6 S. Orchard Ave. St. Louis, MO 63119 Telephone: 314 391-2188 Email: brad.pierce@introba.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: James "Jay" Edwards

Division of Facilities Management, Design and Construction

301 West High Street, Room 730 Jefferson City, MO 65101 Telephone: 573 694-0198

Email: James.Edwards@oa.mo.gov

Contract Specialist: Mandy Roberson

Division of Facilities Management, Design and Construction

301 West High Street, Room 730 Jefferson City, Missouri 65101 Telephone:573-522-0074

Email: mandy.roberson@oa.mo.gov

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

#### 4.0 FURNISHING CONSTRUCTION DOCUMENTS:

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

#### 5.0 SAFETY REQUIREMENTS

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

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

# Annual Wage Order No. 32

Section 100
ST. LOUIS 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
Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2025

Last Date Objections May Be Filed: April 9, 2025

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

	**Prevailing
OCCUPATIONAL TITLE	
OCCUPATIONAL TITLE	Hourly
A shaataa Markar	Rate
Asbestos Worker	\$69.96
Boilermaker	\$43.65*
Bricklayer-Stone Mason	\$65.72
Carpenter	\$66.94
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$59.71
Plasterer	
Communication Technician	\$65.78
Electrician (Inside Wireman)	\$77.36
Electrician Outside Lineman	\$76.24
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
	\$42.6E*
Elevator Constructor Glazier	\$43.65*
	\$69.12
Ironworker	\$72.66
Laborer	\$56.81
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	450.00
Mason	\$59.98
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$74.42
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$55.58
Plumber	\$80.47
Pipe Fitter	<b>\$50.17</b>
Roofer	\$59.92
Sheet Metal Worker	\$76.34
Sprinkler Fitter	\$82.64
Truck Driver	\$43.65*
Truck Control Service Driver	Ψ+0.00
Group I	
Group II	
Group IV	
Group IV	

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

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

31. LOUIS County	
OCCUPATIONAL TITLE	**Prevailing Hourly
	Rate
Carpenter	\$60.20
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$76.24
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$56.76
General Laborer	
Skilled Laborer	
Operating Engineer	\$73.58
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$45.56
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

<sup>\*\*</sup>The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

#### **OVERTIME**

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

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

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

#### **HOLIDAYS**

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

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

#### **SECTION 011000 – SUMMARY OF WORK**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of the replacement of locking systems within Housing Units 1-4 and Administration/Housing Unit 5 at the Missouri Eastern Correctional Center, Pacific Missouri
  - 1. Project Location: Missouri Eastern Correctional Center, 18701 US Highway 66, Pacific, MO 63069.
  - 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 November 10, 2025, were prepared for the Project by Introba Inc., 6 South Old Orchard, St Louis MO 63119.
- C. The Work consists of replacement of locking systems within Housing Units 1-4 and Administration/Housing Unit 5.
  - 1. The Work includes replacement of existing mortice locks and metal plates at (512) Housing Unit 1-4 Doors with mortice lock, dead bolt and related work required for a complete installation. Work also includes keys and key cabinet/door control system.
- D. The Work will be constructed under a single prime contract.
- E. Alternate No. 1: Add the removal and replacement of (7) overhead sliding door mechanisms at Doors 151A, 151B,151C, 151D, 258A, 258B and 258C in Administration/Housing Unit 5.
- F. Alternate No. 2: Add the removal and replacement of one (1) exterior Door 256 in Administration/Housing Unit 5.

#### 1.3 WORK SEQUENCE

- A. The Work will be conducted in phases to maintain operations throughout the correctional center. The work sequence is listed below:
  - 1. Phase One: Remove and replace (128) locks in Housing Unit 1.
  - 2. Phase Two: Remove and replace (128) locks in Housing Unit 2.
  - 3. Phase Three: Remove and replace (128) locks in Housing Unit 3.
  - 4. Phase Four: Remove and replace (128) locks in Housing Unit 4.

SUMMARY OF WORK 011000 - 1

- 5. Phase Five: Remove and replace (7) overhead door sliding mechanisms in Administration/Housing Unit 5.
- 6. Phase Six: Remove and replace (1) exterior door 256 in Administration/Housing Unit 5.
- B. The Work in Housing Unit 1 will be complete before proceeding with Work in Housing Unit 2; Work in Housing Unit 2 will be complete before proceeding to Housing Unit 3; Work in Housing Unit 3 will be complete before proceeding to Housing Unit 4.
- C. The work in Housing Units 1-4 will be conducted in fully operational and occupied detention/housing units. Work will be conducted to complete door hardware replacements so that doors are operational at the end of each workday.
- D. The Phase Five and Phase Six work in Administration/Housing Unit 5 may be conducted simultaneously with the work in Housing Units 1-4. Precautions at Administration/Housing Unit 5 must be taken to maintain security within the building at all times.

#### 1.4 CONTRACTOR USE OF PREMISES

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

#### 1.5 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate owner usage. Perform the Work so as not to interfere with the Owner's operations.
- B. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

SUMMARY OF WORK 011000 - 2

- 1. The Designer will prepare a Certificate of Partial Occupancy for each specific portion of the Work to be occupied prior to substantial completion.
- 2. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions for the building.
- 3. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions for the building.
- 4. Substantial Completion will occur at the completion of the project and Warrantee will commence as of Substantial Completion.

#### 1.6 MISCELLANEOUS PROVISIONS

A. Keying: The Contractor will fully coordinate keys and keying system with the Owner, to minimize conflicts and facilitate owner usage. Perform the Work so to not interfere with the Owner's operation.

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

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

**END OF SECTION 011000** 

SUMMARY OF WORK 011000 - 3

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

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

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 **DEFINITIONS**

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

#### 1.4 PROCEDURES

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

ALTERNATES 012300 - 1

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

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

#### 3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Add the removal and replacement of (7) overhead sliding door mechanisms at Doors 151A, 151B, 151C, 151D, 258A, 258B and 258C in Administration/Housing Unit 5. Reference Plan Sheet A 102.
- B. Alternate No. 2: Add the removal and replacement of one (1) exterior Door 256 in Administration/Housing Unit 5. Reference Plan Sheet A 102.

#### **END OF SECTION 012300**

ALTERNATES 012300 - 2

#### SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

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

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 REQUESTS FOR INFORMATION

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

written notice within ten (10) working days, shall waive the Contractor's right to seek additional time or cost under Article 4, "Changes in the Work" of the General Conditions.

#### 1.4 MINOR CHANGES IN THE WORK

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

#### 1.5 PROPOSAL REQUESTS

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

#### 1.6 CHANGE ORDER PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012600** 

#### **SECTION 013100 – COORDINATION**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 COORDINATION

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

- 3. Make adequate provisions to accommodate items scheduled for later installation.
- 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components whether existing or new.
- 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. Keep list current at all times.

#### 1.5 PROJECT MEETINGS

- A. The Owner's Construction Representative will schedule a Pre-Construction Meeting prior to beginning of construction. The date, time, and exact place of this meeting will be determined after Contract Award and notification of all interested parties. The Contractor shall arrange to have the Job Superintendent and all prime Subcontractors present at the meeting. During the Pre-Construction Meeting, the construction procedures and information necessary for submitting payment requests will be discussed and materials distributed along with any other pertinent information.
  - 1. Minutes: Designer will record and distribute meeting minutes.
- B. Progress Meetings: The Owner's Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 "General Conditions".
  - 1. Minutes: Designer will record and distribute to Contractor the meeting minutes.
- C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
  - 1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:
    - a. Contract Documents
    - b. Options
    - c. Related RFIs
    - d. Related Change Orders
    - e. Purchases
    - f. Deliveries
    - g. Submittals
    - h. Review of mockups
    - i. Possible conflicts
    - j. Compatibility problems
    - k. Time schedules
    - 1. Weather limitations

- m. Manufacturer's written recommendations
- n. Warranty requirements
- o. Compatibility of materials
- p. Acceptability of substrates
- q. Temporary facilities and controls
- r. Space and access limitations
- s. Regulations of authorities having jurisdiction
- t. Testing and inspecting requirements
- u. Installation procedures
- v. Coordination with other Work
- w. Required performance results
- x. Protection of adjacent Work
- y. Protection of construction and personnel
- 3. Contractor shall record significant conference discussions, agreements, and disagreements including required corrective measures and actions.
- 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- 6. Revise paragraph below if Project requires holding progress meetings at different intervals. Insert special intervals such as "every third Tuesday" to suit special circumstances.
- 7. Project name
- 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:

Replace Locking System MO Eastern Correctional Center Pacific, MO

C2410-01

**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. 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<sup>®</sup> is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files
- E. Authorized Users: Access to the web site will be by individuals who are authorized users.
  - 1. Individuals shall complete the E-Builder New Company/User Request Form located at the following web site: <a href="https://oa.mo.gov/facilities/vendor-links/contractor-forms">https://oa.mo.gov/facilities/vendor-links/contractor-forms</a>. Completed forms shall be emailed to the following email address: <a href="mailto:OA.FMDCE-BuilderSupport@oa.mo.gov">OA.FMDCE-BuilderSupport@oa.mo.gov</a>.
  - 2. Authorized users will be contacted directly and assigned a temporary user password.
  - 3. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
- F. Administrative Users: Administrative users have access and control of user licenses and <u>all posted items</u>. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE! Improper or abusive language toward any party or repeated posting of items

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

G. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using E-Builder® to send messages. Communication functions are as follows:

#### 1. Document Integrity and Revisions:

- a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
- b. The system shall make it easy to identify revised or superseded documents and their predecessors.
- c. Server or Client side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.

#### 2. Document Security:

a. The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties communication except for Administrative Users. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!

#### 3. Document Integration:

a. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.

#### 4. Reporting:

a. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.

#### 5. Notifications and Distribution:

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

#### 6. Required Document Types:

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- a. RFI, Request for Information.
- b. Submittals, including record numbering by drawing and specification section.
- c. Transmittals, including record of documents and materials delivered in hard copy.
- d. Meeting Minutes.
- e. Application for Payments (Draft or Pencil).
- f. Review Comments.
- g. Field Reports.
- h. Construction Photographs.
- i. Drawings.
- j. Supplemental Sketches.
- k. Schedules.
- 1. Specifications.
- m. Request for Proposals
- n. Designer's Supplemental Instructions
- o. Punch Lists
- H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches documents shall be submitted by transmission in electronic form to the E-Builder® web site by licensed users.
  - 1. 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.
  - 2. 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.
  - 3. 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 Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:
  - 1. Providing suitable computer systems for each licensed user at the users normal work location<sup>1</sup> with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
  - 2. Each of the above referenced computer systems shall have the following minimum system<sup>2</sup> and software requirements:
    - a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)

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- 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** 

#### **SECTION 013200 - SCHEDULES**

#### 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 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

- A. 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
  - 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. Individual Cell completion per Unit.
    - b. Permanent Unit completion
    - c. Completion of the electrical portion of the Work
    - d. 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.

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

#### 1.3 SUBMITTAL PROCEDURES

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

#### 1.4 SHOP DRAWINGS

- A. Comply with the General Conditions, Article 3.2.
- B. The Contractor shall submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

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- C. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings including the following information:
  - 1. Dimensions
  - 2. Identification of products and materials included by sheet and detail number
  - 3. Compliance with specified standards
  - 4. Notation of coordination requirements
  - 5. Notation of dimensions established by field measurement
  - 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8½"x11" but no larger than 36"x48".

### 1.5 PRODUCT DATA

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

### 1.6 SAMPLES

- A. The Contractor shall comply with the General Conditions, Article 3.2.
- B. The Contractor shall submit full-size, fully fabricated samples, cured and finished as specified, and physically identical with the material or product proposed. Samples will include:
  - 1. The Contractor shall mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the following:
    - a. One (1) Mortice Lock.
    - b. One (1) Pull Handle.

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

# 1.7 QUALITY ASSURANCE DOCUMENTS

- A. The Contractor shall comply with the General Conditions, Article 3.2
- B. The Contractor shall submit quality control submittals including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- C. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the Manufacturer certifying compliance with specified requirements.
  - 1. Signature: Certification shall be signed by an officer of the Manufacturer or other individual authorized to contractually bind the Company.
- D. Inspection and Test Reports: The Contractor shall submit the required inspection and test reports from independent testing agencies as specified in this Section and in other Sections of the Contract Documents.

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

## 1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

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

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

## **PART 3 - EXECUTION**

## 3.1 REQUIRED SUBMITTALS

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

SPEC SECTION	TITLE	CATEGORY
011000	Schedule of Values	Schedule of Values
013100	Coordination Drawings	Shop Drawings
013100	List of Key Personnel Names	Construction Schedule
013100	Contractor's Construction Schedule	Construction Schedule
013100	Schedule of Values	Construction Schedule
013200	Construction Progress Schedule	Construction Schedule
013200	Schedule of Values (O&M's)	Schedule of Values
013200	Schedule of Values (Close out Docs)	Schedule of Values
013200	List of Subcontractors	Construction Schedule
013200	Progress Report	Construction Schedule
013200	Schedule of Submittals	Construction Schedule
013200	Schedule of Inspections, Tests, and Similar Services	Construction Schedule
013300	Record Drawings	Construction Schedule
013300	Major Material Providers	Construction Schedule
013513.16	Operation/Maintenance Manual	Operation / Maintenance Manual
013513.16	Schedule of Shutdowns	Construction Schedule
013513.16	List of Names of Employees Getting Fingerprinted	Construction Schedule
013513.16	Tuberculin Skin Test Reports, Inspections, etc.	Construction Schedule
015000	Temp Utilities Test Reports, Inspections, etc.	Construction Schedule
015000	Implementation and Termination Schedules	Construction Schedule
017900	Instruction Program	Construction Schedule
017900	Attendance Records	Construction Schedule
017900	Operation/Maintenance Manual	Operation / Maintenance Manual
024119	Schedule of Activities	Construction Schedule
024119	Predemolition Photos and/or Videos	Schedule of Values
024119	Closeout Submittal Inventory	Construction Schedule
083463	Detention Doors and Frames	Construction Schedule
083463	Detention Doors and Frames	Shop Drawings
083463	Detention Doors and Frames	Test Report
087163	Detention Door Hardware	Product Data
087163	Detention Door Hardware	Shop Drawings
087163	Detention Door Hardware	Schedule of Values
087163	Detention Door Hardware	Certification
087163	Detention Door Hardware	Test Report
087163	Detention Door Hardware	Warranty
087163	Detention Door Hardware	Operation / Maintenance Manual
260553	Identification for Electrical Systems	Product Data

Replace Locking System MO Eastern Correctional Center Pacific, MO

C2410-01

# END OF SECTION 013300

# SECTION 013513.16 - SITE SECURITY AND HEALTH REQUIREMENTS

### PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. This Section includes general Institution rules.
- B. This Section includes requirements for environments that Clients are housed in, dine in, or participate in program activities in or adjacent to the Scope of Work area:
  - 1. The Contractor shall have the applicable measures specified below in-place any time demolition or construction activities occur in occupied or non-occupied project work areas.
  - 2. The Contractor shall complete all specified cleaning procedures and receive clearance from the Construction Representative prior to removing any barriers and other precautionary measures even for areas that the Clients do not occupy during construction.

# 1.3 SUBMITTALS

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

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

## **PART 3 - EXECUTION**

### 3.1 ACCESS TO THE SITE

- A. The Contractor shall arrange with Facility Representatives to establish procedures for the controlled entry of workers and materials into the work areas at the Facility.
- B. The Contractor shall establish regular working hours with Facility Representatives. The Contractor must report changes in working hours or overtime to Facility Representatives and obtain approval twenty-four (24) hours ahead of time. The Contractor shall report emergency overtime to Facility Representatives as soon as it is evident that overtime is needed. The Contractor must obtain approval from Facility Representatives for all work performed after dark.

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

## 3.2 RULES OF THE FACILITY

- A. The Contractor and its workers shall observe the following rules:
  - 1. There shall be no fraternization with inmates.
  - 2. No intoxicating beverages or illegal drugs shall be brought onto Facility grounds.
  - 3. No firearms, other weapons, or explosives shall be carried onto Facility grounds.
  - 4. No prescription drugs above one day's dosage shall be carried on Facility grounds.
  - 5. Any vehicle or individual is subject to search at any time while on Facility grounds.
  - 6. The vehicles of the Contractor and its workers shall be locked whenever unattended.
  - 7. All tools and equipment shall be tightly secured during non-working hours in the Contractor's storage trailer or assigned area.
  - 8. The Facility will not be responsible for the Contractor's tools, equipment, or materials. The Contractor shall keep and maintain a current tool inventory. The tool inventory shall be made available to Facility Representatives and the Owner upon request.
  - 9. The Contractor shall report any missing tools to Facility Representatives immediately.
  - 10. Smoking shall be permitted only in accordance with the regulations of the Facility.
  - 11. Possession or use of smokeless tobacco or smokeless non-tobacco alternatives is strictly prohibited.
- B. All workers shall be required to sign an acknowledgement of receipt of these rules.

### 3.3 SECURITY CLEARANCES AND RESTRICTIONS

## A. DOC SECURITY CLEARANCE REQUIREMENTS

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

Corrections reserves the right to refuse admission to any individual they feel may be detrimental to the security of the Facility.

## 3.4 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS

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

# 3.5 TUBERCULOSIS TESTING REQUIREMENTS

A. All workers who will be in the confines of the Facility for more than ten (10) consecutive working days must provide proof of a negative tuberculin skin test. The test results must be no more than six (6) months old at the commencement of construction. The Contractor or the worker, not the Owner, shall pay the cost of the test.

- B. The Contractor shall submit to Facility Representatives current tuberculin skin test results for all workers who are required to have such a test in accordance with paragraph A above. If the contract period extends for more than twelve (12) months, the Contractor must provide new test results for all workers prior to the anniversary of the contract commencement date.
- C. Any worker required to have a tuberculin skin test under paragraph A above who fails or refuses to do so will be denied admission to the facility until such time as proof of the test results are provided.
- D. If any worker has a tuberculin skin test with positive results, the worker shall be denied access to the facility until the worker produces a certification from a physician licensed to practice in the State of Missouri that the worker does not have infectious tuberculosis.
- E. The Contractor shall not be entitled to any additional time or compensation if any of its workers are denied access to the facility because of failure to produce negative tuberculin skin test results.
- F. Failure or refusal of the Contractor to maintain and produce the required tuberculin skin test records shall be a material breach of this contract, which shall subject the Contractor to a declaration of default.

### 3.6 PREA FOR CONTRACTORS AND EMPLOYEES

- A. The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation may be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks annually for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.
- B. The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- C. The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- D. The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
  - 1. The Department has a zero-tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual

assault, sexual abuse and consensual sex.

- a. Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
- b. Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- E. The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- F. If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

#### 3.7 DISRUPTION OF UTILITIES

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

## 3.8 CELL PHONES AND ELECTRONIC DEVICES

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

### 3.9 PROTECTION OF PERSONS AND PROPERTY

### A. SAFETY PRECAUTIONS AND PROGRAMS

- 1. The Contractor shall at all times conduct operations under this Contract in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall promptly take precautions which are necessary and adequate against conditions created during the progress of the Contractor's activities hereunder which involve a risk of bodily harm to persons or a risk of damage to property. The Contractor shall continuously inspect Work, materials, and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with applicable safety laws, standards, codes, and regulations in the jurisdiction where the Work is being performed, specifically, but without limiting the generality of the foregoing, with rules regulations, and standards adopted pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 and applicable amendments.
- 2. All contractors, subcontractors and workers on this project are subject to the Construction Safety Training provisions 292.675 RSMo.
- 3. In the event the Contractor encounters on the site, material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), lead, mercury, or other material known to be hazardous, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner's Representative and the Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner's Representative and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner's Representative and the Contractor. "Rendered Harmless" shall mean that levels of such materials are less than any applicable exposure standards, including but limited to OSHA regulations.

### B. SAFETY OF PERSONS AND PROPERTY

- 1. The Contractor shall take reasonable precautions for safety of, and shall provide protection to prevent damage, injury, or loss to:
  - a. clients, staff, the public, construction personnel, and other persons who may be affected thereby:
  - b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors of any tier; and
  - c. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 2. The Contractor shall give notices and comply with applicable laws, standards, codes, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
- 3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including, but not

- limited to, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
- 4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.
- 5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, and for which the Contractor is responsible under this Section, except damage or loss attributable solely to acts or omissions of Owner or the Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations stated elsewhere in the Contract.
- 6. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents, and the maintaining, enforcing and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner's Representative and Architect. The Contractor shall hold regularly scheduled safety meetings to instruct Contractor personnel on safety practices, accident avoidance and prevention, and the Project Safety Program. The Contractor shall furnish safety equipment and enforce the use of such equipment by its employees and its subcontractors of any tier.
- 7. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 8. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work which cause death, lost time injury, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately.
- 9. The Contractor shall promptly notify in writing to the Owner of any claims for injury or damage to personal property related to the work, either by or against the Contractor.
- 10. The Owner assumes no responsibility or liability for the physical condition or safety of the Work site or any improvements located on the Work site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time concerning any failure by the Contractor or any Subcontractor to comply with the requirements of this Paragraph.
- 11. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.
- 12. The Contractor shall maintain at his own cost and expense, adequate, safe and sufficient walkways, platforms, scaffolds, ladders, hoists and all necessary, proper, and adequate equipment, apparatus, and appliances useful in carrying on the Work and which are necessary to make the place of Work safe and free from avoidable danger for clients, staff, the public and construction personnel, and as may be required by safety provisions of applicable laws, ordinances, rules regulations and building and construction codes.

Replace Locking System MO Eastern Correctional Center Pacific, MO

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# **END OF SECTION 013513.16**

# SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

### **PART 1 - GENERAL**

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes requirements for construction facilities and temporary controls including temporary utilities, support facilities, security, and protection.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Temporary electric power and light
  - 2. Temporary electronic door control
- C. Support facilities include, but are not limited to, the following:
  - 1. Field offices and storage sheds
  - 2. 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. Barriers to maintain security throughout construction

### 1.3 SUBMITTALS

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Within (15) days of the date established for commencement of the Work, submit a schedule indicating implementation and termination of each temporary utility.

# 1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations.
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations". ANSI A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities".

### 1.5 PROJECT CONDITIONS

A. 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.

# 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. 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.
- C. 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.
- D. 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.
- E. 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.

#### **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. Contractor will provide portable temporary power that exceeds local available 110v circuits.
- D. Temporary Toilets: Use of the Owner's existing toilet facilities will be permitted, so long as facilities are cleaned and maintained in a condition acceptable to the Owner. All construction personnel will be allowed access only to those specific facilities designed by the Construction Representative. At substantial completion, restore these facilities to the condition prevalent at the time of initial use.
- E. Temporary Toilets: The Owner will provide toilets and associated facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
- F. Wash Facilities: The Owner will provide wash facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
- G. Drinking-Water Facilities: The Owner will provide drinking water facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.
  - 1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. 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: Limited areas for storage of building materials are available onsite. The Contractor shall provide his own security. Specific locations for storage and craning operations will be discussed at the Pre-Bid Meeting and the Pre-Construction Meeting. No areas within the Owner's buildings are available for storage of construction materials. The Contractor will provide its own security as necessary. Specific locations for storage and material handling will be discussed at the Pre-Bid Meeting and the Pre-Construction Meeting.
  - 1. Delay installation of the final course of permanent asphalt concrete paving until immediately before Substantial Completion. Coordinate with weather conditions to avoid unsatisfactory results.
  - 2. Extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration, and supervision.
- D. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.

# 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. 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. 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.
- B. Store combustible materials in containers in fire-safe locations.
- C. 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.

- D. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- E. 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.
- F. 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.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

# 3.5 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- 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.
  - 1. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
    - a. Replace air filters and clean inside of ductwork and housing.
    - b. Replace significantly worn parts and parts subject to unusual operating conditions.
    - c. Replace lamps burned out or noticeably dimmed by hours of use.

## **END OF SECTION 015000**

## **SECTION 017400 - CLEANING**

### PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for cleaning during the Project.
- B. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and antipollution regulations.
  - 1. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
  - 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 daily, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
- 4. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.

### B. Site:

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

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- 2. Weekly, inspect all arrangements of materials stored on the site. 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.
  - 8. Broom clean concrete floors in unoccupied spaces.
  - 9. Vacuum clean carpet and similar soft surfaces removing debris and excess nap. Shampoo, if required.
  - 10. Clean transparent material, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials.

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

## **END OF SECTION 017400**

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# SECTION 017900 - DEMONSTRATION AND TRAINING

### **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 instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training video recordings.

## 1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.
- C. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

## 1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of videographer.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Date of video recording.
  - 2. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.

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3. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on compact disc.

### 1.5 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative experienced in operation and maintenance procedures and training.
- C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Coordination". Review methods and procedures related to demonstration and training including, but not limited to, the following:
  - 1. Inspect and discuss locations and other facilities required for instruction.
  - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  - 3. Review required content of instruction.
  - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

## 1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

### PART 2 - PRODUCTS

# 2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

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- a. System, subsystem, and equipment descriptions.
- b. Performance and design criteria if Contractor is delegated design responsibility.
- c. Operating standards.
- d. Regulatory requirements.
- e. Equipment function.
- f. Operating characteristics.
- g. Limiting conditions.
- h. Performance curves.

# 2. Documentation: Review the following items in detail:

- a. Emergency manuals.
- b. Operations manuals.
- c. Maintenance manuals.
- d. Project record documents.
- e. Identification systems.
- f. Warranties and bonds.
- g. Maintenance service agreements and similar continuing commitments.

# 3. Emergencies: Include the following, as applicable:

- a. Instructions on meaning of warnings, trouble indications, and error messages.
- b. Instructions on stopping.
- c. Shutdown instructions for each type of emergency.
- d. Operating instructions for conditions outside of normal operating limits.
- e. Sequences for electric or electronic systems.
- f. Special operating instructions and procedures.

# 4. Operations: Include the following, as applicable:

- a. Startup procedures.
- b. Equipment or system break-in procedures.
- c. Routine and normal operating instructions.
- d. Regulation and control procedures.
- e. Control sequences.
- f. Safety procedures.
- g. Instructions on stopping.
- h. Normal shutdown instructions.
- i. Operating procedures for emergencies.
- j. Operating procedures for system, subsystem, or equipment failure.
- k. Seasonal and weekend operating instructions.
- 1. Required sequences for electric or electronic systems.
- m. Special operating instructions and procedures.

# 5. Adjustments: Include the following:

- a. Alignments.
- b. Checking adjustments.
- c. Noise and vibration adjustments.
- d. Economy and efficiency adjustments.

- 6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

# **PART 3 - EXECUTION**

### 3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 007213 "General Conditions".
- B. Set up instructional equipment at instruction location.

# 3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
  - 2. Owner will furnish an instructor to describe Owner's operational philosophy.
  - 3. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner with at least seven days' advance notice.

- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- D. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

## 3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.
  - 1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
  - 2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
  - 3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
  - 4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
    - a. Name of Contractor/Installer.
    - b. Business address.
    - c. Business phone number.
    - d. Point of contact.
    - e. E-mail address.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
  - 1. Film training session(s) in segments not to exceed 15 minutes.
    - a. Produce segments to present a single significant piece of equipment per segment.
    - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
    - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.
- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.

- 1. Furnish additional portable lighting as required.
- E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.
- F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- G. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

# **END OF SECTION 017900**

## **SECTION 024119 - SELECTIVE DEMOLITION**

#### PART 1 - GENERAL

### 1.1 **SUMMARY**

### A. Section Includes:

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

# B. Related Requirements:

- 1. Restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
- 2. Section 15000 "Construction Facilities and Temporary Controls" for construction waste management, temporary utilities, support facilities, security and protection.

#### 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 deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

## 1.3 MATERIALS OWNERSHIP

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

# 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. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- B. 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.

### 1.6 CLOSEOUT SUBMITTALS

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

## 1.7 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

### 1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building within and 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. Hazardous materials will not be removed by Owner before start of the Work.
  - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will not be removed by Owner under a separate contract.
- E. Utility Service: Maintain existing utilities to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

### 1.9 COORDINATION

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

## **PART 2 - PRODUCTS**

## 2.1 PERFORMANCE REQUIREMENTS

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

### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- D. 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.

## 3.2 PREPARATION

### 3.3 UTILITY SERVICES AND ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

## 3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

- 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
- 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

## 3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 3. Do not use cutting torches
  - 4. Dispose of demolished items and materials promptly. Comply with requirements in Section 017400 "Cleaning".
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
  - 1. Pack or crate items after cleaning. Identify contents of containers.
  - 2. Store items in a secure area until delivery to Owner.
  - 3. Transport items to Owner's storage area on-site.
  - 4. Protect items from damage during transport and storage.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

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

### 3.7 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.

# 3.8 SELECTIVE DEMOLITION SCHEDULE

- A. Remove: Detention door hardware including manual locksets, and electric locksets; sliding door mechanisms; and detention doors and frames.
- B. Remove and salvage: mortise locks at cell doors: turn over to Owner.
- C. Existing to Remain: Existing door control wiring from electric locksets to door control panel locations at control rooms shall remain.

# **END OF SECTION 024119**

## **SECTION 079200 - JOINT SEALANTS**

### **PART 1 - GENERAL**

### 1.1 **SUMMARY**

- A. Section Includes:
  - 1. Silicone joint sealants.

### 1.2 FIELD CONDITIONS

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

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

## 2.1 SOURCE LIMITATIONS

A. Obtain joint sealants from single manufacturer for each sealant type.

## 2.2 JOINT SEALANTS, GENERAL

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

## 2.3 SILICONE JOINT SEALANTS

A. Silicone, S, NS, 100/50, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Use NT.

## 2.4 JOINT-SEALANT BACKING

A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

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## **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

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

# 3.2 PREPARATION

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

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

JOINT SEALANTS 079200 - 2

# 3.4 CLEANING

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

## 3.5 PROTECTION

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

### **END OF SECTION 079200**

JOINT SEALANTS 079200 - 3

## **SECTION 083463 - DETENTION DOORS AND FRAMES**

#### 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. Swinging detention doors.
  - 2. Detention panels.
  - 3. Detention frames.
- B. Related Requirements:
  - 1. Section 087163 "Detention Door Hardware" for door hardware for detention doors.

#### 1.3 **DEFINITIONS**

- A. Minimum-Thickness Steel: Indicated as the specified minimum thicknesses for base metal without coatings, according to NAAMM-HMMA 803.
- B. Nominal-Thickness Stainless Steel: Indicated as the specified thicknesses for which over- and under-thickness tolerances apply, according to ASTM A480/A480M.

### 1.4 COORDINATION

- A. Detention Specialist: Coordinate with Section 013513.16 "Site Security and Health Requirements (DOC)" for requirements of this Section that are to be performed by a Detention Specialist or other entity.
- B. Coordinate installation of anchorages for detention frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors that are to be embedded in adjacent construction. Deliver such items to Project site in time for installation.

## 1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

## 1.6 SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, core descriptions, label compliance, and finishes for each detention door and frame type specified.

- B. Shop Drawings: In addition to requirements below, provide a schedule using same reference numbers for details and openings as those on Drawings:
  - 1. Elevations of each door type.
  - 2. Direction of swing.
  - 3. Inmate and non-inmate sides.
  - 4. Details of doors, including vertical and horizontal edge details, and metal thicknesses.
  - 5. Details of frames, including dimensioned profiles, and metal thicknesses.
  - 6. Locations of reinforcement and preparations for hardware.
  - 7. Details of anchorages, and connections.
  - 8. Details of moldings, removable stops, and glazing.
  - 9. Details of conduits, junction boxes, and preparations for electrically operated door hardware.

# 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each type of detention hollow-metal door and frame assembly including vision and side lights, for tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Examination reports, documenting inspection of substrates, areas, and conditions.
- D. Anchor inspection reports, documenting inspections of built-in and cast-in anchors.
- E. Field quality-control reports, documenting inspections of installed products.
  - 1. Field quality-control certification, signed by Contractor.

# 1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Security Fasteners: Furnish not less than one box for every 50 boxes or fraction thereof, of each type and size of security fastener installed.
  - 2. Tools: Provide one set of tools for installing and removing security fasteners.

# 1.9 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

# 1.10 DELIVERY, STORAGE, AND HANDLING

A. Deliver detention hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.

- B. Deliver detention frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store detention hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

# **PART 2 - PRODUCTS**

## 2.1 MANUFACTURERS

A. Source Limitations: Obtain detention equipment and systems from three manufacturers.

## 2.2 DETENTION DOOR AND FRAME ASSEMBLIES

- A. Detention Door and Frame Assemblies: Provide detention door and frame assemblies that comply with the following, based on testing manufacturer's standard units in assemblies similar to those indicated for this Project:
  - 1. Security Grade: Assemblies pass testing requirements in ASTM F1450 for maximum security grade.

## 2.3 **DETENTION DOORS**

- A. General: Provide flush-design detention doors of seamless hollow construction, 2 inches thick unless otherwise indicated. Construct detention doors with smooth, flush surfaces without visible joints or seams on exposed faces or stile edges.
  - 1. For single-acting swinging detention doors, bevel both vertical edges 1/8 inch in 2 inches
- B. Core Construction: Provide the following core construction of same material as detention door face sheets, welded to both detention door faces:
  - 1. Steel-Stiffened Core: 0.042-inch-thick, steel vertical stiffeners extending full-door height, with vertical webs spaced not more than 4 inches apart, spot welded to face sheets a maximum of 3 inches o.c. Fill spaces between stiffeners with insulation.
- C. Vertical Edge Channels: 0.123-inch- thick, continuous channel of same material as detention door face sheets, extending full-door height at each vertical edge; welded to top and bottom channels to create a fully welded perimeter channel. Noncontiguous channel is permitted to accommodate lock-edge hardware only if lock reinforcement is welded to and made integral with channel.
- D. Top and Bottom Channels: 0.123-inch- thick metal channel of same material as detention door face sheets, spot welded, not more than 4 inches o.c., to face sheets.
  - 1. Reinforce top edge of detention door with 0.053-inch- thick closing channel, welded so channel web is flush with top door edges.

- E. Hardware Reinforcement: Fabricate reinforcing plates from same material as detention door face sheets to comply with the following minimum thicknesses:
  - 1. Full-Mortise Hinges and Pivots: 0.187 inch thick.
  - 2. Maximum-Security Surface Hinges: 0.250 inch thick.
  - 3. Strike Reinforcements: 0.187 inch thick.
  - 4. Lock Fronts, Concealed Holders, and Surface-Mounted Closers: 0.093 inch thick.
  - 5. All Other Surface-Mounted Hardware: 0.093 inch thick.
  - 6. Lock Pockets: 0.123 inch thick at non-inmate side, welded to face sheet.
- F. Hardware Enclosures: Provide enclosures and junction boxes for electrically operated detention door hardware of same material as detention door face sheets, interconnected with UL-approved, 1/2-inch- diameter conduit and connectors.
  - 1. Access Plates: Provide access plates to junction boxes, fabricated from same material and thickness as face sheet and fastened with at least four security fasteners spaced not more than 6 inches o.c.
- G. Exterior Detention Doors: Construct exterior doors to comply with materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances indicated in NAAMM-HMMA 863 and as specified.
  - 1. Security Grade 1: Provide doors with face sheets of 0.093-inch- minimum-thickness, metallic-coated, cold-rolled steel; insulated.

# 2.4 DETENTION FRAMES

- A. General: Provide fully welded detention frames with integral stops, of seamless construction without visible joints or seams. Fabricate detention frames with contact edges closed tight and corners mitered, reinforced, and continuously welded full depth and width of detention frame.
- B. Stop Height: Provide minimum stop height of 0.750 inch for detention door openings and minimum stop height of 1-1/4 inches detention panel openings unless otherwise indicated.
- C. Exterior Detention Frames: Construct exterior frames to comply with materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances indicated in NAAMM-HMMA 863 and as specified.
  - 1. Security Grade 1: Provide frames fabricated from 0.093-inch-minimum-thickness, metallic-coated, cold-rolled steel.
- D. Hardware Reinforcement: Fabricate reinforcing plates from same material as detention frame to comply with the following minimum thicknesses:
  - 1. Hinges and Pivots: 0.187 inch thick by 1-1/2 inches) wide by 10 inches long.
  - 2. Strikes and Closers: 0.187 inch thick.
  - 3. Surface-Mounted Hardware: 0.093 inch thick.
  - 4. Lock Pockets: 0.123 inch thick at non-inmate side, welded to face sheet. Provide 0.123-inch-thick, lock protection plate for attachment to lock pocket with security fasteners.

- E. Hardware Enclosures: Provide enclosures and junction boxes for electrically operated detention door hardware, interconnected with UL-approved, 1/2-inch-diameter conduit and connectors.
  - 1. Access Plates: Where indicated for wiring installation, provide access plates to junction boxes, fabricated from same material and thickness as face sheet and fastened with at least four security fasteners spaced not more than 6 inches o.c.
- F. Mullions and Transom Bars: Provide closed or tubular mullions and transom bars where indicated. Fasten mullions and transom bars at crossings and to jambs by butt welding. Reinforce joints between detention frame members with concealed clip angles or sleeves of same metal and thickness as detention frame.
- G. Jamb Anchors: Weld jamb anchors to detention frames near hinges and directly opposite on strike jamb or as required to secure detention frames to adjacent construction.
  - 1. Number of Anchors: Provide two anchors per jamb plus the following:
    - a. Detention Door Frames: One additional anchor for each 18 inches or fraction thereof, above 54 inches in height.
    - b. Detention Frames with Security Glazing or Detention Panels: One additional anchor for each 18 inches (457 mm), or fraction thereof, above 36 inches in height.
  - 2. Postinstalled Anchors: Minimum 1/2-inch diameter, concealed bolts with expansion shields or inserts. Provide conduit spacer from detention frame to wall, welded to detention frame. Reinforce detention frames at anchor locations.
- H. Rubber Door Silencers: Except on weather-stripped detention doors, drill stops in strike jambs to receive three silencers on single-detention-door frames and drill head jamb stop to receive two silencers on double-detention-door frames. Keep holes clear during construction.

# 2.5 DETENTION PANELS

A. Provide fixed detention panels of same materials, construction, and finish as specified for adjoining detention door. Insulate at exterior doors. Panels shall be minimum 1" thickness

## 2.6 GLAZING

- A. Comply with ASTM F1915 Standard Test Methods for Glazing for Detention Facilities for glazed openings within metal door panels.
- B. Provide multiple layers of glass with an interlayer of polycarbonate to enhance impact resistance and prevent forced entry.
- C. Individual lites shall be permanently identified with a listing mark.

# 2.7 MATERIALS

A. Hot-Rolled Steel Sheet: ASTM A1011/A1011M, CS (Commercial Steel), Type B; free of scale, pitting, or surface defects; pickled and oiled.

- B. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, CS (Commercial Steel), Type B.
- C. Metallic-Coated Steel Sheet: ASTM A653/A653M, CS (Commercial Steel), Type B; with G60 zinc (galvanized) or A60 zinc-iron-alloy (galvannealed) coating designation.
- D. Steel Plates, Shapes, and Bars: ASTM A36/A36M.
- E. Concealed Bolts: ASTM A307, Grade A unless otherwise indicated.
- F. Post-Installed Anchors: Torque-controlled expansion anchors.
  - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, unless otherwise indicated.
  - 2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 (A1) stainless-steel bolts, ASTM F593, and nuts, ASTM F594.
- G. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- H. Insulation: Slag-wool-fiber/rock-wool-fiber or glass-fiber blanket insulation. ASTM C665, Type I (unfaced); with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E136 for combustion characteristics. Minimum 1.5-lb/cu. ft. density.

## 2.8 FABRICATION

- A. Fabricate detention doors and frames rigid, neat in appearance, and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Weld exposed joints continuously; grind, fill, dress, and make smooth, flush, and invisible. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Tolerances: Fabricate detention doors and frames to comply with manufacturing tolerances indicated in NAAMM-HMMA 863.
- C. Fabricate multiple-opening detention frames with mullions that have closed tubular shapes and with no visible seams or joints.
- D. Exterior Detention Doors: Provide weep-hole openings in bottoms of detention doors to permit entrapped moisture to escape. Seal joints in top edges of detention doors against water penetration.
- E. Hardware Preparation: Factory prepare detention doors and frames to receive mortised hardware, including cutouts, reinforcement, mortising, drilling, and tapping, according to final Door Hardware Schedule and templates provided by detention door hardware supplier.
  - 1. Reinforce detention doors and frames to receive surface-mounted door hardware. Drilling and tapping may be done at Project site.
  - 2. Locate door hardware according to NAAMM-HMMA 863.

- F. Factory cut openings in detention doors.
- G. Weld components to comply with referenced AWS standard. Weld before finishing components to greatest extent possible. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

# 2.9 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM-NOMMA 500, "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Finish detention doors and frames after assembly.

## 2.10 METALLIC-COATED STEEL SHEET FINISHES

A. Surface Preparation: Clean surfaces with nonpetroleum solvent so surfaces are free of oil and other contaminants. After cleaning, apply a conversion coating suited to the organic coating to be applied over it. Clean welds, mechanical connections, and abraded areas and apply galvanizing repair paint, complying with SSPC-Paint 20, to comply with ASTM A780/A780M.

## 2.11 STEEL SHEET FINISHES

- A. Surface Preparation: Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning".
  - 1. Shop Primer: Manufacturer's or fabricator's standard, fast-curing, corrosion-inhibiting, lead- and chromate-free, universal primer complying with SDI A250.10 acceptance criteria; compatible with substrate and field-applied finish paint system indicated; and providing a sound foundation for field-applied topcoats despite prolonged exposure.

## 2.12 SECURITY FASTENERS

- A. Operable only by tools produced by fastener manufacturer or other licensed fabricator for use on specific fastener type. Provide drive-system type, head style, material, and protective coating as required for assembly, installation, and strength, and as follows:
  - 1. Drive-System Type: Pinned Torx-Plus.
  - 2. Fastener Strength: 120,000 psi
  - 3. Socket Button Head Fasteners:
    - a. Heat-treated alloy steel, ASTM F835.
    - b. Stainless steel, ASTM F879 Group 1 CW.
  - 4. Socket Flat Countersunk Head Fasteners:
    - a. Heat-treated alloy steel, ASTM F835.
    - b. Stainless steel, ASTM F879 Group 1 CW.
  - 5. Socket Head Cap Fasteners:

- a. Heat-treated alloy steel, ASTM A574.
- b. Stainless steel, ASTM F837 Group 1 CW.
- 6. Protective Coatings for Heat-Treated Alloy Steel:
  - a. Zinc and clear trivalent chromium where indicated.
  - b. Zinc phosphate with oil, ASTM F1137, Grade I, or black oxide unless otherwise indicated.

#### 2.13 SEALANTS

A. Polyurethane Security Sealants: Manufacturer's standard, nonsag, tamper-resistant sealant for joints with low movement.

#### 2.14 ACCESSORIES

- A. Concealed Bolts: ASTM A307, Grade A unless otherwise indicated.
- B. Embedded Plate Anchors: Fabricated from mild steel shapes and plates, minimum 3/16 inch thick; with minimum 1/2-inch- diameter, headed studs welded to back of plate.
- C. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

## **PART 3 - EXECUTION**

# 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations of detention frame connections before detention frame installation.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Inspect embedded plate installations before installing detention frames to verify that plate installations comply with requirements. Prepare inspection reports.
  - 1. Remove and replace plates where inspections indicate that they do not comply with specified requirements. Reinspect after repairs or replacements are made.
  - 2. Perform additional inspections to determine compliance of replaced or additional work.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

A. Remove welded-in shipping spreaders installed at factory.

- B. Before installation and with shipping spreaders removed, adjust detention frames for squareness, alignment, twist, and plumbness to the following tolerances:
  - 1. Squareness: Plus or minus 1/16 inch measured at door rabbet on a line 90 degrees from jamb and perpendicular to frame head.
  - 2. Alignment: Plus or minus 1/16 inch measured at jambs on a horizontal line parallel to plane of face.
  - 3. Twist: Plus or minus 1/16 inch measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of door rabbet.
  - 4. Plumbness: Plus or minus 1/16 inch measured at jambs on a perpendicular line from head to floor.

## 3.3 INSTALLATION

- A. General: Install detention doors and frames plumb, rigid, properly aligned, and securely fastened in place, complying with Drawings, schedules, and manufacturer's written instructions.
- B. Anchorage: Set detention frame anchorage devices according to details on Shop Drawings and according to anchorage device manufacturer's written instructions.
  - 1. Post installed Anchors: Drill holes in existing construction at locations to match bolt locations, and install bolt expansion shields or inserts.
- C. Where detention frames are fabricated in sections due to shipping limitations, assemble frames and install angle splices at each corner, of same material and thickness as detention frame, and extend at least 4 inches on both sides of joint.
  - 1. Field splice only at approved locations. Weld, grind, and finish as required to conceal evidence of splicing on exposed faces.
  - 2. Continuously weld and finish smooth joints between faces of abutted, multiple-opening, detention frame members.
  - 3. Field Welding: Comply with the following requirements:
    - a. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
    - b. Obtain fusion without undercut or overlap.
    - c. Remove welding flux immediately.
    - d. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Placing Detention Frames: Install detention frames of sizes and profiles indicated. Set detention frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
  - 1. Post installed Anchors: Install bolt. After bolt is tightened, weld bolt head to provide nonremovable condition. Grind, dress, and finish smooth welded bolt head.
  - 2. Install detention frames with removable stops located on non-inmate side of opening.

- E. Swinging Detention Doors: Fit non-fire-rated detention doors accurately in their frames, with the following clearances:
  - 1. Between Doors and Frames at Jambs and Head: 1/8 inch
  - 2. Between Edges of Pairs of Doors: 1/8 inch
  - 3. At Door Sills with Threshold: 3/8 inch
  - 4. At Door Sills without Threshold: 3/4 inch
  - 5. Between Door Bottom and Nominal Surface of Floor Covering: 1/2 inch.
- F. Installation Tolerances: Comply with installation tolerances indicated in NAAMM-HMMA 863.
- G. Glazing: Comply with installation requirements Security Glazing unless otherwise indicated.

# 3.4 FIELD QUALITY CONTROL

- A. Inspect installed products to verify compliance with requirements. Prepare inspection reports and indicate compliance with and deviations from the Contract Documents.
- B. Detention work will be considered defective if it does not pass tests and inspections.
- C. Perform additional inspections to determine compliance of replaced or additional work.
- D. Prepare test and inspection reports.

## 3.5 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including detention doors and frames that are warped, bowed, or otherwise unacceptable.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A780/A780M.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying primer.
  - 1. After finishing smooth field welds, apply air-drying primer.
- D. Stainless-Steel Surfaces: Clean surfaces according to manufacturer's written instructions.

## **END OF SECTION 083463**

# **SECTION 087163 - DETENTION DOOR HARDWARE**

## **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 detention door hardware and necessary prepping, setting and adjustment for the following:
  - 1. Swinging detention doors.
  - 2. Sliding detention doors.

# B. Related Requirements:

1. Section 013513.16 "Site Security and Health Requirements (DOC)" for general requirements for detention work.

## 1.3 COORDINATION

- A. Templates: Obtain and distribute to the parties involved, templates for detention doors, frames, and other work specified to be factory prepared for installing detention door hardware.
- B. Electrical System: Coordinate layout and installation of electrically powered detention door hardware with connections to power supplies door monitoring and control system

# 1.4 PREINSTALLATION MEETINGS

- A. Detention Keying Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Coordination." In addition to Owner and Contractor, conference participants shall also include Installer. Incorporate detention keying conference decisions into Project's final Detention Keying Schedule after reviewing detention door hardware keying system including, but not limited to, the following:
  - 1. Requirements for key-control system.
  - 2. Requirements for access control.
- B. Preinstallation Conference: Conduct conference at the Project site
  - 1. Inspect and discuss power and control system rough-in and other preparatory work performed by other trades.
  - 2. Review sequence of operation for each type of detention door hardware.
  - 3. Review and finalize a construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

## 1.5 SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of detention door hardware.
- B. Shop Drawings: For each type of detention door hardware.
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Include diagrams for power, signal, and control wiring; differentiate between manufacturer-installed and field-installed wiring for detention door hardware. Include the following:
    - a. System schematic.
    - b. Point-to-point wiring diagram, including location of connections.
    - c. Riser diagram.
    - d. Elevation of each detention door type.
  - 3. Detail interface between electrically powered detention door hardware detention monitoring and control system.
- C. Detention Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware as well as installation procedures and wiring diagrams. Coordinate the Detention Door Hardware Schedule with detention doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of detention door hardware.
  - 1. Integrate detention door hardware indicated in "Detention Door Hardware Schedule" Article into Project's final Detention Door Hardware Schedule and indicate complete designations of every item required for each detention door and opening.
  - 2. Keying Schedule: Coordinate detention keying with other door hardware in Project's final Keying Schedule.
  - 3. Indicate each detention lock and type of key cylinder using the following prefixes: "P" for paracentric, "M" for mogul, "HS" for high security, and "C" for commercial.
  - 4. Indicate security level of each item.
- D. Door Keying Plans: Submit one reproducible and one copy of each plan. Each plan shall include all building floor plan drawings (1/8-scale minimum) dimensions or other equipment information shall be excluded from this plan. Each plan shall indicate:
  - 1. Architectural room numbers
  - 2. Electrically controlled or operated doors are to be identified with an "E" symbol
  - 3. Lock types are to be prefixed as follows: "M" for mogul, "S" for standard and "HS" for high security
  - 4. Key marks for each door opening include key switches and food pass identified as part of the opening.
  - 5. Key access sides required at each detention opening.
  - 6. Make promptly any corrections or changes necessary in schedules to comply with requirements; resubmit one reproducible and one copy of revised schedules.

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7. Do not group doors with like or similar hardware under a single heading.

# E. Templates for Fabrication:

- 1. Forward templates for each type of detention equipment hardware required to fabricators of work in Division Detention Hollow Metal Doors and Frames following final review of hardware and keying schedules.
- 2. Submit wiring diagrams for all electrical devices provided herein.
- 3. Indicate permissible tolerances for each type.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer and supplier.
- B. Product Certificates: For each type of detention door hardware.
  - 1. Certify that detention door hardware complies with listed fire door assemblies.
- C. Product Test Reports: For each type of detention lock and latch, security door closer and sliding detention door device, for tests performed by manufacturer and witnessed by a qualified testing agency.
- D. Examination reports documenting inspections of substrates, areas, and conditions.
- E. Sample Warranties: For special warranties.

## 1.7 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For detention door hardware to include in emergency, operation, and maintenance manuals.

#### 1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of detention door hardware.
- B. Initial Maintenance Service: Beginning at Substantial Completion, provide three months' full maintenance by skilled employees of detention door hardware Installer. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper detention door hardware operation. Provide parts and supplies the same as those used in the manufacture and installation of original equipment.
- C. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Detention Door Hardware: Furnish six spare manual locksets and three spare electric locksets.
  - 2. Security Fasteners: Furnish not less than one box for every 50 boxes or fraction thereof, of each type and size of security fastener installed.

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3. Tools: Provide sets of tools for installing and removing security fasteners.

# 1.9 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer and an authorized representative of detention door hardware manufacturer for installation and maintenance of units required for this Project.
- B. Supplier Qualifications: Detention door hardware supplier with warehousing facilities in Project's vicinity who is, or employs, a qualified Architectural Hardware Consultant, available during the course of the Work to consult with Contractor, Architect, and Owner about detention door hardware and keying.
  - 1. Detention Door Hardware Supplier Qualifications: An experienced detention door hardware supplier who has completed projects with electrically powered detention door hardware similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance, and who is acceptable to manufacturer of primary materials.
    - a. Engineering Responsibility: Prepare data for electrically powered detention door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
    - b. Scheduling Responsibility: Preparation of Detention Door Hardware and Keying schedules.
- C. Contractor shall provide a mockup of each cell door type with a manual lock and the two electronic locksets to be utilized for review, operation and approval before installation of the remainder of the locksets.

## 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Inventory detention door hardware on receipt and provide secure lockup for detention door hardware delivered to Project site.
- B. Tag each item or package separately with identification related to the Detention Door Hardware Schedule and include basic installation instructions with each item or package.
- C. Deliver detention door keys to Owner by secure carrier (registered mail or overnight package service) from manufacturer directly to authorized representative of the Owner; confirm address with the Owner.

#### 1.11 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of detention door hardware that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including excessive deflection, cracking, or breakage.

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- b. Faulty operation of operators and detention door hardware.
- c. Deterioration of metals, metal finishes, and other materials beyond normal weathering or detention use.
- 2. Warranty Period: Three years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

# 2.1 PERFORMANCE REQUIREMENTS

- A. Swinging Detention Door Assemblies: Provide detention door hardware as part of a detention door assembly that complies with security grade indicated, when tested according to ASTM F1450; and ASTM 1577-2005 based on testing manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Sliding Detention Door Assemblies: Provide detention door hardware as part of a detention door assembly that complies with security grade indicated, when tested according to ASTM F 1643-2005 Test Methods for Detention Sliding Door Locking Device Assembly 1, based on testing manufacturer's standard units in assemblies similar to those indicated for this Project.

# 2.2 DETENTION DOOR HARDWARE, GENERAL

- A. Acceptable Manufacturers:
  - 1. Best Dormakaba Group (Basis of Design)
  - 2. MEDECO
  - 3. Yale-Accentra
- B. Provide detention door hardware for each door as scheduled in "Detention Door Hardware Schedule" Article to comply with requirements in this Section.
  - 1. Detention Door Hardware Sets: Provide quantity, item, size, finish, or color indicated.
  - 2. Sequence of Operation: Provide electrically powered detention door hardware function, sequence of operation, and interface with other building control systems indicated.
- C. Electrically Powered Detention Door Hardware: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Detention Door Hardware Control and Monitoring: Provide detention door hardware with features, functions, and internal equipment compatible with existing control and monitoring functions.
- E. Regulatory Requirements:
  - 1. Where indicated to comply with accessibility requirements, comply with the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines ICC A117.1.
- F. All hardware shall be listed and certified to Grade 1 ASTM F1450 and ASTM F1577,

# 2.3 DETENTION HINGES

- A. Full-Surface Detention Hinges: Extra heavy weight; two heavy-duty thrust bearings with hardened-steel ball bearings; fabricated from steel plate; min 5/8-inch diameter, case-hardened, fully welded, steel hinge pin.
  - 1. Leaves: Drilled for countersunk security fasteners
  - 2. Size: Minimum 5inch by 5-1/2inch by 1/2 inch
  - 3. Security Grade: 1 according to ASTM F1758.
  - 4. Finish: BHMA 600.

# 2.4 DEAD BOLT CYLINDER LOCKS

- A. Description: Deadbolt cylinder locks for installation within existing metal cell doors.
  - 1. ANSI/BHMA A156.36-2010 Auxiliary Locks, Grade 1 with ICD series core and 8TS Series Strike.
  - 2. ANSI/ICC A117.1 Accessible and Usable Building and Facilities (ADA) section 404.2.6 compliant.
  - 3. Face plate: Brass or bronze; 1" x 2 1/4"
  - 4. Strikes: ANSI high secure rectangular 1½"x 4 7/8"
  - 5. Trim: Wrought brass or bronze, rose or turned lever rose: 2 <sup>3</sup>/<sub>4</sub>" diameter to cover 2 1/8" bore, machined brass or bronze cylinder ring.
  - 6. Backset 2 3/4"
  - 7. Deadbolt: 1" throw, 5/8" x 7/8" solid stainless steel
- B. Lock Mountings: Mount cylinder lock within metal door and wrap around plate with security fasteners.
- C. Function: Double cylinder deadbolt with key on one side and turn (thumb) knob on other side.
- D. Keying: 7 pin SCIF; deadbolt.
- E. Coordinate installation with existing door and frame conditions; and wrap around plates prior to ordering and installation.

#### 2.5 MECHANICAL DETENTION LOCKS & LATCHES

- A. Lock Mountings:
  - 1. Existing steel-plate detention doors: Mount mortice detention lock to inside surface of lock pocket. See drawings for further information.

# 2.6 ELECTROMECHANICAL DETENTION LOCKS AND LATCHES

- A. Description: Motor operated electro-mechanical deadlatch. Keyed both sides for operations doors.
- B. Application: Extra heavy-duty lock for use on maximum swinging doors to be unlocked from a remote location for use at detention facilities.

# C. Lock Mountings:

1. Steel-Plate Detention Doors: Mount detention lock to inside surface of jam enclosure with integrally formed mounting flanges. Attach enclosure to steel-plate detention door with security fasteners

#### D. Function:

- 1. Electric Remote switch activates a motor which retracts the latchbolt. Latchbolt remains retracted until door is opened approximately 2", then it releases, automatically latched and deadlocks when the door is closed.
- 2. Mechanical Latchbolt is retracted by a paracentric key at the door and remains retracted until door is opened approximately 2", then it releases, automatically latches and deadlocks when the door is closed. Automatic deadlatch feature is suspended when paracentric key is rotated to mechanical key hold-back position. Normal function is resumed when key is returned to deadlocked position.
- E. Connectors: Provide electromechanical detention locks and latches with factory-wired plug connector with minimum 6-inch wire pigtail.
  - 1. Provide security ring for installation of electromechanical detention lock in hollow-metal detention frame, welded to frame or access cover.
- F. Motor-Operated Deadlatches, Paracentric Cylinder: Remote switch activates electric motor that retracts latchbolt; automatic latching and deadlocking when door is closed (slam locking). Latchbolt can be mechanically retracted by six tumbler paracentric cylinder; keyed one side for cell doors and two sides for operations doors; if latchbolt is retracted by key, it remains retracted until relocked by key.
  - 1. Latchback: Latchbolt remains retracted until door is opened 2 inches then releases as long as control switch is activated; latchbolt extends when power is discontinued. If power fails, latchbolt automatically deadlocks (fail secure).
  - 2. Latchbolt: 2-inch-high by 3/4-inch-thick cold-rolled hardened steel; 1"-inch throw.
  - 3. Provide internal deadlock indicator switch.
  - 4. Provide roller-type deadlock actuator.
  - 5. Voltage: 115VAC, 1 phase, 60Hx, 3 amp running
  - 6. Listed and labeled for use on fire doors.
  - 7. Security Grade: 1 according to ASTM F1577.
  - 8. Standard Finish: Galvanized.
  - 9. Cover: 3/16" steel plate.
  - 10. Case: 3/16" steel plate.
  - 11. Deadlock actuator: Stainless steel.
  - 12. Paracentric cylinder: Silicon bronze/copper alloy.
  - 13. Tumblers: Spring tempered brass. Tumblers activated by phosphor bronze springs, six tumblers per lock

## 2.7 SLIDNG DOOR ELECTRIC DETENTION LOCK MECHANISMS

A. Description: Designed for locking, unlocking and propelling sliding doors in high-traffic locations. Utilizes an electric motor to operate the door through a rack and pinion drive

mechanism. Doors are locked at the top and bottom in both the open and closed positions by means of a concealed vertical lock bar at the rear jamb of the door. The third locking point is inside the horizontal cover box above the door. Provide complete assembly, complying with Grade 1 according to ASTM F1643, as determined by testing manufacturers' standard units representing those indicated for Project

- B. Application: Extra heavy-duty lock for use on minimum security swinging doors of detention facilities.
- C. Sliding-Door, Electric Motor-Operated Deadlatches, Paracentric Cylinder:
  - 1. Function: Remote switch activates electric motor that raises a vertical lock bar and propels the door open and closed spring-loaded actuator pin pushes door open 1 to 3 inches; automatic latching and deadlocking when door is closed (slam locking). Hookbolt can be mechanically raised by six-tumbler paracentric cylinder; keyed two sides; if hookbolt is raised by key, it remains raised until relocked by key.
    - a. Latchback: Hookbolt remains raised until door is opened 2 inches then lowers as long as control switch is in open position; hookbolt lowers when control switch is moved to locked position].
    - b. If power fails, hookbolt automatically deadlocks (fail secure).
  - 2. Hookbolt: 1-3/4- by 1/2-inch- thick, case-hardened steel; 3/4-inch throw.
  - 3. Provide internal deadlock indicator switch.
  - 4. Provide case-hardened-steel deadlock actuator.
  - 5. Security Grade: 1 according to ASTM F1577.
  - 6. Door rollers: 3 diameter with sealed bearing.
  - 7. Motor: 1/8" HP, 115VAC, 60Hz
- D. Assembly Construction:
  - 1. Enclosure: Existing enclosure shall be reused.
- E. Mechanical-Locking, Manual-Door-Movement, Sliding-Door Device Assemblies: Doors are manually opened and closed and mechanically locked by means of jamb-mounted mechanical detention lock specified elsewhere in this Section.
- F. Electromechanical-Locking, Electromechanical-Door-Movement, Sliding-Door Device Assemblies: Operated from remote-control panel that activates electric motors to unlock sliding doors and motorized rack-and-pinion drive mechanisms to open and close doors. Doors lock in open position and deadlock when closed. Provide factory-wired cable harness with plug connectors for each motor unit.
  - 1. Single-Door Function: In an emergency or if power fails, individual doors can be unlocked using a manual-release tool and manually moved; doors relock in either fully open or fully closed position.
  - 2. Electric Key Switch: Operated by paracentric key and provides electric control of detention sliding-door operation at door location.

# 2.8 DETENTION LOCK TRIM

- A. Levers: Solid stainless steel or brass.
- B. Knobs: Stainless steel or brass
- C. Escutcheons for Paracentric Locks: 0.125-inch- thick, 3-inch- diameter stainless steel with BHMA 630 or brass with BHMA 606 finish. Attach with security fasteners.
  - 1. Style: Single swing

## 2.9 DETENTION CYLINDERS AND KEYING

- A. Source Limitations: Subject to compliance with requirements, provide cylinders and keying for cylinders by best manufacturer as for detention locks and latches.
- B. Cylinders: Manufacturer's standard lever-tumbler type, constructed from one-piece spring-tempered brass; with tumblers activated by phosphor bronze springs; five tumblers per lock.
- C. Cylinders: Manufacturer's standard pin-tumbler type, minimum 2-inch diameter; body constructed from brass or bronze, stainless steel, or nickel silver; with stainless-steel tumblers and engaging cylinder balls; complying with the following:
  - 1. Number of Pins: Seven SCIF
  - 2. Mortise Type: Threaded cylinders with rings and straight- or clover-type cam.
    - a. High-Security Grade: Listed and labeled as complying with pick- and drill-resistant testing requirements in UL 437 (Suffix A).
  - 3. Finish: BHMA 626.
- D. Keying System: Provide a factory-registered keying system complying with the following requirements:
  - 1. All door hardware will accept Best (7 pin) lockets, keying will include 512 individual keys unique to each door (with 512 spare keys), submaster for each Housing Unit 1-4, keyed unique to each Housing Unit, Master Key, Grand Master Key.
- E. Keys: Provide cast silicon-bronze copper alloy keys complying with the following:
  - 1. Stamping: Permanently inscribe each key with a visual key-control number and include the following notation:
    - a. "DO NOT DUPLICATE."

- 2. Confirm notation with Owner prior to stamping keys.
- 3. Quantity: Provide four keys for Operations Door 256 locks.

## 2.10 DETENTION OPERATING TRIM/DOOR PULLS

- A. Standard: BHMA A156.6, Grade 1.
- B. Surface-Mounted Door Pulls: 8-11/16-inch overall length and 2-3/8-inch projection; attach to door with two security fasteners.
  - 1. Material: Cast bronze with BHMA 606 finish.

## 2.11 HIGH SECURITY DOOR CLOSERS

- A. Standard: BHMA A156.4, Grade
  - 1. Certified Products: Provide security door closers listed in BHMA's "Directory of Certified Door Products."
- B. Surface-Mounted Security Door Closers:
  - 1. High Security Track Arm Door Closer: ANI /BMHA A156.4 Grade 1 Certified.
  - 2. Designed for Correctional, vandal-prone, institutional, high-traffic applications.
  - 3. ADA Compliant.
  - 4. Cast iron body
  - 5. Lever Arms: Minimum 3/8-inch- thick by 1-1/8-inch- wide, rectangular steel main arm; 5/16-inch-thick by 1-inch- wide, rectangular steel secondary arm; full rack-and-pinion type; fabricated with orbital-riveted, pinned, or welded elbow and arm shoe/soffit plate joints designed to prevent disassembly with ordinary hand tools.
  - 6. Cover: Heavy-duty metal, attached with four security fasteners.
  - 7. Mounting: Attach security door closer with security fasteners
  - 8. Torx Machine Screws
- C. Unit Size: Comply with manufacturer's written recommendations for size of security door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to comply with field conditions and requirements for opening force.

## 2.12 DETENTION DOORSTOPS

A. Detention Floor Stops: 1-1/2-inch-high by 2-inch- diameter, rubber bumper mounted on steel lag bolt; BHMA A156.16; install in floor with nonshrink grout; for detention doors unless wall or other type stops are indicated. Do not mount floor stops where they can impede traffic.

# 2.13 SECURITY KEY CABINETS

- A. Metal cabinet for mounting 2500 keys.
  - 1. Cabinet: Minimum 16 inches wide by 24 inches high by 6-1/2 inches deep; formed from 0.134-inch nominal-thickness steel sheet. Provide 0.060-inch nominal-thickness, steel-sheet interior panels, supported on pivots.
  - 2. Doors: Formed from same material as cabinet, supported by heavy-duty, continuous, side hinge welded to cabinet and door; with tumbler deadlock.
  - 3. Cross-Index System: Set up by detention key-control manufacturer; include labels, two sets of key tags with self-locking key holders, key-gathering envelopes, temporary and permanent markers, and the following:
- B. Computer Software: Furnish cross-index software for recording and reporting key-holder listings, tracking keys and lock and key history, and printing receipts for transactions. Include instruction manual.

#### C. Finishes:

- 1. Steel Factory Finish: Immediately after cleaning and pretreating, apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat, with a minimum dry film thickness of 1 mil for topcoat.
  - a. Color and Gloss: As selected by Architect from manufacturer's full range

# 2.14 FABRICATION

- A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location (omit removable nameplates) except in conjunction with required firerated labels and as otherwise approved by Architect.
- B. Base Metals: Produce detention door hardware units of base metal, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified detention door hardware units and BHMA A156.18 finishes.
- C. Fasteners: Provide flat-head security fasteners with finished heads to match surface of detention door hardware.
  - 1. Security Fasteners: Fabricate detention door hardware using security fasteners with head style appropriate for fabrication requirements, strength, and finish of adjacent materials. Provide stainless-steel security fasteners in stainless-steel materials.
  - 2. Concealed Fasteners: For detention door hardware units that are exposed when detention door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching detention door hardware. Where using through bolts on hollow-metal detention door and frame construction, provide sleeves for each through bolt.
  - 3. Steel Machine Screws: For the following fire-rated applications:

- a. Mortise detention hinges to detention doors.
- b. Strike plates to detention frames.
- c. Security door closers to detention doors and frames.
- D. Detention Lock Construction: Fabricate detention lock case and cover plate from steel plate. Fabricate bolts from solid sections; laminated construction is unacceptable.

## 2.15 METAL CRASH GUARD

A. Heavy duty Type 304 stainless steel crash rail; 1/4" thick x 6" high; applied to interior surface of metal door.

## 2.16 EXTERIOR WALL MOUNTED DOORSTOP

A. 1-1/2" x 3 ½" x ¼" Type 304 stainless steel angled door stop with rubber bumper; surface applied for singe door; for attachment to concrete or masonry.

## 2.17 FINISHES

- A. Standard: Comply with BHMA A156.18.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. BHMA Designations: Comply with base material and finish requirements indicated by the following:
  - 1. BHMA 626: Satin chromium plated over nickel, over brass or bronze base metal.

## 2.18 SECURITY FASTENERS

- A. Operable only by tools produced by fastener manufacturer or other licensed fabricator for use on specific fastener type. Provide drive-system type, head style, material, and protective coating as required for assembly, installation, and strength, and as follows:
  - 1. Drive-System Type: Pinned Torx-Plus
  - 2. Fastener Strength: 120,000 psi
  - 3. Socket Flat Countersunk Head Fasteners:
    - a. Heat-treated alloy steel, ASTM F835
    - b. Stainless steel, ASTM F879

# **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Examine detention doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations of detention door hardware connections before detention door hardware installation.
- C. Inspect anchor installations, before installing detention door hardware, to verify that anchor installations comply with requirements. Prepare inspection reports.
  - 1. Remove and replace anchors where inspections indicate that they do not comply with specified requirements. Reinspect after repairs or replacements are made.
  - 2. Perform additional inspections to determine compliance of replaced or additional work.
- D. Verify locations of detention door hardware with those indicated on Shop Drawings.
- E. Examine roughing-in for electrical power systems to verify actual locations of connections before detention door hardware installation.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Steel Detention Doors and Frames: Comply with BHMA A156.115 Series.
  - 1. Surface-Applied Detention Door Hardware: Drill and tap detention doors and frames according to SDI A250.6.

## 3.3 INSTALLATION

- A. Mounting Heights: Mount detention door hardware units at heights indicated in DHI's "Recommended Locations for Builders' Hardware for Custom Steel Doors and Frames."
- B. Install each detention door hardware item to comply with Shop Drawings and manufacturer's written instructions. Where cutting and fitting are required to install detention door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
  - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
  - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Hinge Installation:

- 1. Welding: Where indicated, weld hinges to detention doors and frames with continuous fillet weld around three sides of hinge perimeter.
- 2. Security Fasteners: Provide socket flat countersunk head machine screws; finish screw heads to match surface of detention hinges. Install into drilled and tapped holes.
- D. Install interconnecting wiring and connectors between detention door hardware devices. Terminate device wiring for detention door hardware installed in swinging doors at a plug-type connector located in lock pocket or door frame junction box and for sliding doors at a junction box in door frame.
- E. Security Fasteners: Install detention door hardware using security fasteners with head style appropriate for installation requirements, strength, and finish of adjacent materials.

# 3.4 FIELD QUALITY CONTROL

- A. Inspect installed products to verify compliance with requirements. Prepare inspection reports and indicate compliance with and deviations from the Contract Documents.
- B. Perform the following tests and inspections:
  - 1. After installing electrically powered detention door hardware and after electrical circuitry has been energized, test detention door hardware for compliance with requirements.
    - a. Test: Operate lock of each door and group of doors in normal remote, normal local, and emergency operating modes. Verify that remote controls operate correct door locks and in correct sequence.
  - 2. Verify that lock bolts engage strikes with required bolt projection.
  - 3. Verify that detention door hardware is installed, connected, and adjusted according to the Contract Documents.
  - 4. Verify that electrical wiring installation complies with manufacturer's submittal and written installation requirements.
- C. Detention work will be considered defective if it does not pass tests and inspections.
- D. Perform additional inspections to determine compliance of replaced or additional work.
- E. Prepare field quality-control certification that states installed products comply with requirements in the Contract Documents.
- F. Prepare test and inspection reports.

## 3.5 ADJUSTING

- A. Adjust and check each operating item of detention door hardware and each detention door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust detention door-control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
  - 1. Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.

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# 3.6 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by detention door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that detention door hardware is without damage or deterioration at time of Substantial Completion.

# 3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain detention door hardware and detention door hardware finishes.
- B. Refer to Division 01 Specification Sections, apply to this section.
- C. Provide a typical cell door mockup of hardware group 1. The mockup is to represent the finished installed product for review and approval of the owner and architect.

## 3.8 DETENTION DOOR HARDWARE SCHEDULE

A. General: Provide detention door hardware for each detention door to comply with requirements in this Section and with detention door hardware sets indicated below.

# **GROUP 1: "NORMAL CELL DOORS"**

Cell Doors 1A103, 1A104, 1A105, 1A106, 1A107, 1A108, 1A109, 1A110, 1A111, 1A112, 1A113, 1A114, 1A115, 1A116, 1B103, 1B104, 1B105, 1B106, 1B107, 1B108, 1B109, 1B110, 1B111, 1B112, 1B113, 1B114, 1B115, 1B116, 1C103, 1C104, 1C105, 1C106, 1C107, 1C108, 1C109, 1C110, 1C111, 1C112, 1C113, 1C114, 1C115, 1C116, 1D103, 1D104, 1D105, 1D106, 1D107, 1D108, 1D109, 1D110, 1D111, 1D112, 1D113, 1D114, 1D115, 1D116;

Cell Doors 1A201, 1A202, 1A203, 1A204, 1A205, 1A206, 1A207, 1A208, 1A209, 1A210, 1A211, 1A212, 1A213, 1A214, 1A215, 1A216, 1B201, 1B202, 1B203, 1B204, 1B205, 1B206, 1B207, 1B208, 1B209, 1B210, 1B211, 1B212, 1B1213, 1B214, 1B215, 1B216, 1C201, 1C202, 1C203, 1C204, 1C205, 1C206, 1C207, 1C208, 1C209, 1C210, 1C211, 1C212, 1C213, 1C214, 1C215, 1C216, 1D201, 1D202, 1D203, 1D204, 1D205, 1D206, 1D207, 1D208, 1D209, 1D210, 1D211, 1D212, 1D213, 1D214, 1D215, 1D216;

Cell Doors 2A103, 2A104, 2A105, 2A106, 2A107, 2A108, 2A109, 2A110, 2A111, 2A112, 2A113, 2A114, 2A115, 2A116, 2B103, 2B104, 2B105, 2B106, 2B107, 2B108, 2B109, 2B110, 2B111, 2B112, 2B113, 2B114, 2B115, 2B116, 2C103, 2C104, 2C105, 2C106, 2C107, 2C108, 2C109, 2C110, 2C111, 2C112, 2C113, 2C114, 2C115, 2C116, 2D103, 2D104, 2D105, 2D106, 2D107, 2D108, 2D109, 2D110, 2D111, 2D112, 2D113, 2D114, 2D115, 2D116;

Cell Doors 2A201, 2A202, 2A203, 2A204, 2A205, 2A206, 2A207, 2A208, 2A209, 2A210, 2A211, 2A212, 2A213, 2A214, 2A215, 2A216, 2B201, 2B202, 2B203, 2B204, 2B205, 2B206, 2B207, 2B208, 2B209, 2B210, 2B211, 2B212, 2B1213, 2B214, 2B215, 2B216, 2C201, 2C202, 2C203, 2C204, 2C205, 2C206, 2C207, 2C208, 2C209, 2C210, 2C211, 2C212, 2C213, 2C214, 2C215,

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2C216, 2D201, 2D202, 2D203, 2D204, 2D205, 2D206, 2D207, 2D208, 2D209, 2D210, 2D211, 2D212, 2D213, 2D214, 2D215, 2D216;

Cell Doors 3A103, 3A104, 3A105, 3A106, 3A107, 3A108, 3A109, 3A110, 3A111, 3A112, 3A113, 3A114, 3A115, 3A116, 3B103, 3B104, 3B105, 3B106, 3B107, 3B108, 3B109, 3B110, 3B111, 3B112, 3B113, 3B114, 3B115, 3B1163C103, 3C104, 3C105, 3C106, 3C107, 3C108, 3C109, 3C110, 3C111, 3C112, 3C113, 3C114, 3C115, 3C116, 3D103, 3D104, 3D105, 3D106, 3D107, 3D108, 3D109, 32D110, 3D111, 3D112, 3D113, 3D114, 3D115, 3D116;

Cell Doors 3A201, 3A202, 3A203, 3A204, 3A205, 3A206, 3A207, 3A208, 3A209, 3A210, 3A211, 3A212, 3A213, 3A214, 3A215, 3A216, 3B201, 3B202, 3B203, 3B204, 3B205, 3B206, 3B207, 3B208, 3B209, 3B210, 3B211, 3B212, 3B1213, 3B214, 3B215, 3B216, 3C201, 3C202, 3C203, 3C204, 3C205, 3C206, 3C207, 3C208, 3C209, 3C210, 3C211, 3C212, 3C213, 3C214, 3C215, 3C216, 3D201, 3D202, 3D203, 3D204, 3D205, 3D206, 3D207, 3D208, 3D209, 3D210, 3D211, 3D212, 3D213, 3D214, 3D215, 3D216;

Cell Doors 4A103, 4A104, 4A105, 4A106, 4A107, 4A108, 4A109, 4A110, 4A111, 4A112, 4A113, 4A114, 4A115, 4A116, 4B103, 4B104, 4B105, 4B106, 4B107, 4B108, 4B109, 4B110, 4B111, 4B112, 4B113, 4B114, 4B115, 4B1164C103, 4C104, 4C105, 4C106, 4C107, 4C108, 4C109, 4C110, 4C111, 4C112, 4C113, 4C114, 4C115, 4C116, 4D103, 4D104, 4D105, 4D106, 4D107, 4D108, 4D109, 4D110, 4D111, 4D112, 4D113, 4D114, 4D115, 4D116;

Cell Doors 4A201, 4A202, 4A203, 4A204, 4A205, 4A206, 4A207, 4A208, 4A209, 4A210, 4A211, 4A212, 4A213, 4A214, 4A215, 4A216, 4B201, 4B202, 4B203, 4B204, 4B205, 4B206, 4B207, 4B208, 4B209, 4B210, 4B211, 4B212, 4B1213, 4B214, 4B4215, 4B216, 4C201, 3C202, 3C203, 3C204, 4C205, 4C206, 4C207, 4C208, 4C209, 4C210, 4C211, 4C212, 4C213, 4C214, 4C215, 4C216, 4D201, 4D202, 4D203, 4D204, 4D205, 4D206, 3D207, 4D208, 4D209, 4D210, 4D211, 4D212, 4D213, 4D214, 4D215 and 4D216.

1 each Dead Bolt Cylinder Lock 8T37KS5626SH Best/Dormakaba

1 each Mortice Lock 40 HT-AT-052-152-4-N-626- 2-1/8" Best/Dormakaba

## **GROUP 2: "ADA CELL DOORS"**

Cell Doors 1A101, 1A102, 1B101, 1B102, 1C101, 1C102, 1D101, 1D102, 2A101, 2A102, 2B101, 2B102, 2C101, 2C102, 2D101, 2D102, 3A101, 3A102, 3B101, 3B102, 3C101, 3C102, 3D101, 3D102, 4A101, 4A102, 4B101, 4B102, 4C101, 4C102, 4D101, and 4D102.

1 each Dead Bolt Cylinder Lock 8T37KS5265H Best/Dormakaba

1 each Mortice Lock 45H-AT-052-152-3-N-626- 2-1/8" Best/Dormakaba

# **GROUP 3:**

Operations Door 256

1 each Electromechanical Detention Deadlatch Folger Adam 1051M

2 each Raised Door Pull 8-11/16" 1 x 1-3/4" w X 2-3/8" Cast Brass US26D

3 each Detention Hinge 5"H x 4 ½" x ½"

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1 each High Security Door Closer

2 each Metal Crash Guard (on inside of door)1 each Heavy-Duty Wall Mounted Doorstop

# **GROUP 4**:

Operations Sliding Doors: 151A, 151B, 151C, 258A, 258B, 259A, 259B

1 each Sliding Door Electric Lock Mechanism Device Folger Adam 3165CLb

# **END OF SECTION 087163**

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# SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

#### PART 1 - GENERAL

## 1.1 WORK INCLUDES

#### A. Base Bid:

- 1. ELECTRICAL Contractor:
  - a. Section includes Common Work Results for Electrical, Telecommunications and Security Systems.

## 1.2 RELATED WORK

A. This Section specifies the basic requirements for electrical installations and includes requirements common to all sections of Division 26.

## 1.3 SUMMARY OF WORK

- A. The word "furnish" means supply for use, the word "install" means install in its proper location and connect up complete and ready for operation, and the word "provide" means to furnish and install.
- B. Provide all new materials as indicated on the drawings and specifications and all items required to make the electrical system complete and in working order.
- C. System descriptions included in scope of work are as follows:
  - 1. Electrical power systems, including luminaires and wiring devices, etc.
  - 2. Grounding system.
  - 3. Wiring of equipment furnished by other Divisions.
  - 4. Selective demolition work and modification of existing systems and equipment.

# 1.4 WORK SEQUENCE

A. All work that produces excessive noise or interference with normal building operations shall be coordinated and scheduled with the Using Agency. Such work may require scheduling of work after occupied hours or weekends. The Using Agency reserves the right to determine when such work is conducted.

# 1.5 QUALITY ASSURANCE

- A. Responsibility Prior to Submitting Pricing or Bid Data:
  - 1. Thoroughly review the contract documents and specifications and visit the site prior to issuing bid. Resolve all reported deficiencies with the Engineer prior to awarding any subcontracts, ordering material, or starting any work.
- B. Qualifications:

- 1. Only products of specified manufacturers, or approved equals as determined by the Engineer, are acceptable.
- 2. Employ only workmen who are skilled in their trades.

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

- 1. Conform to all requirements of the state, city and local codes, laws and ordinances and other regulations having jurisdiction over this installation.
- 2. If there are any discrepancies between the codes and regulations and these specifications, the Engineer shall determine the method or equipment to be used.
- 3. Inform the Engineer in writing, requesting a clarification at the time of the bidding, if any parts of the drawings or specifications are found not to comply with the codes or regulations. Submit a separate price to make the system comply if there is insufficient time for this procedure.
- 4. Inform the Engineer in writing requesting a clarification if there is any discrepancy between a manufacturer's recommendation and these specifications.
- 5. Follow the current issue of NFPA 70 "National Electrical Code" if there are no local codes having jurisdiction.

# D. Examination of Drawings:

- 1. The drawings for the indicated work are diagrammatic, intended to convey the scope of the electrical work and to indicate the general arrangements and locations of equipment, wiring devices, etc., and the approximate sizes of equipment. Field verification of dimensions on plans is required. The actual conditions, including heights, lengths and orientation shall be the basis of the work.
- 2. The architectural and electrical drawings and specifications shall be considered as mutually explanatory and complementary. Any electrical work called for by one and not by the other shall be performed as though required by all. All sections and subsections of the Electrical work shall be governed by and subject to the general and supplementary conditions. Report any discrepancies in or between the drawings and specifications, or between the drawings and actual field conditions to the Engineer in sufficient time to issue an addendum for clarification.
- 3. Determine the exact locations for equipment and rough-ins, and the exact routing of raceways.
- 4. Do not scale drawings to determine equipment and system locations.
- 5. Not all required components are shown on the documents, including junction boxes, pull boxes, conduit fittings, etc. Provide all components required for proper installation of the work.
- 6. Any item either shown on the drawings or called for in the specifications shall be included in this contract.
- 7. Determine quantities and quality of material and equipment required from the documents. Provide the more expensive or higher quality amount where discrepancies arise among drawings, schedules or specifications.

#### E. Electronic Media and Files:

1. Electronic media files of the contract drawings in AutoCAD or PDF format and copies of the specifications in PDF format may be requested.

- 2. Agree to the "Electronic File Transmittal" form provided by Introba upon request for electronic media.
- 3. Obtain approval from the appropriate Design Professional for use of their part of the documents if the information requested includes information prepared by other than Introba.
- 4. The electronic contract documents may be used for preparation of shop drawings and record drawings only. The information may not be used in whole or in part for any other project.
- 5. The drawings prepared by Introba for bidding purposes may not be used directly for raceway layout drawings or coordination drawings.
- 6. The use of these documents does not allow relief from the responsibility for coordination of work with other trades and verification of space available for the installation.
- 7. The information is provided to expedite the project with no guarantee by Introba as to the accuracy or correctness of the information provided. Introba accepts no responsibility or liability for the use of the provided information.

# 1.6 ROUGH-IN

- A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.
- B. Coordinate equipment rough-in requirements with Divisions 02 through 26.

#### 1.7 SUBMITTAL REVIEW RESPONSIBILITIES

- A. General: Submittals are not requested for all products covered in the specifications. Submit only the data requested under the submittals portion of each specification section or where indicated in the Submittal Log included within Division 01. Un-requested submittals will not be processed or reviewed and will be returned to the submitter. Refer to "Submittal Register" for all required submissions of each specification section. All required submissions of that specification section are to be submitted for review in one all-inclusive submission. Any deviation from specified items is considered a substitution.
  - 1. Non-requirement of submittals, when so noted, is not to be construed as an allowance for substitutions and does not provide relief from full compliance with the contract documents.
  - 2. Any deviation from specified items is considered a substitution. A formal request for substitution must be submitted prior to bid date (no exceptions), in accordance with the procedures and time limitations set forth in Division 01, if the use of other than specified items is being proposed.

#### B. Definitions:

- 1. Product Data: Pre-printed manufacturer's data.
- 2. Shop Drawings: Drawings made specifically for the manufacture of a particular piece of equipment to be used on this project.
- 3. Operation and Maintenance Data: Information containing instructions on the proper operation, maintenance and repair of the equipment, complete with written text, diagrams, photos, exploded views and parts lists.

- 4. Record Documents: Information indicating the actual installed conditions of the project on electronic media, photographs or typed paper. Photographs are not allowed as a substitute for correcting the construction documents; the photographs are for the Using Agency's future reference. Submit type, quantities and on media specified where indicated to be submitted.
- C. Where more than one model is shown on a manufacturer's sheet, clearly indicate exactly which item and which data is relevant to the work.
- D. Where the manufacturer lists multiple part numbers or options on a single data sheet, the part number and options to be used shall be clearly set apart from other part numbers shown on that sheet.
- E. Ensure that all submittals have been reviewed for total completeness and accuracy as to the requirements of the specifications and drawings before being submitted to the Engineer for review. The Contractor's approval stamp is required on all submittals before submittal to the Engineer. Approval will indicate the Contractor's review of all material and a complete understanding of exactly what is to be furnished. Clearly mark all deviations from the contract documents on all submittals. The item shall be required to meet all drawing and specification requirements if deviations are not clearly marked.
  - 1. One comprehensive submittal shall be provided for each individual specification section. All required submittal information called for in each individual specification section shall be included in the submittal. Partial or incomplete submissions will be rejected.
  - 2. The Engineer shall not be responsible for informing the submitter on items that have not been included and are necessary for a complete review of the required submittal information for a specification section.
  - 3. The Engineer shall have the option of returning any submittal, unmarked, if all required documentation called for in the specifications has not been provided in the submittal.
  - 4. The Engineer shall review each submittal no more than two times and return to the submitter with the appropriate disposition.
  - 5. If the Engineer is required to review a submittal a second time, it will be limited to review of the changed information, which must clearly be highlighted by the submitter. The submittal will be returned to the submitter with the appropriate disposition.
- F. Operation and Maintenance Manuals: All items required for insertion into each Operation and Maintenance (O&M) Manual are called out in the submittals portion of each specification section or in the Submittal Log included within Division 01. Ensure that the O&M submittal has been reviewed and includes all the requirements of the specifications. Submit only the data requested under the submittals portion of each specification section. FAX or photo copies are not allowed as submittals for operating and maintenance manuals. The Engineer will review the submittal for the Operation and Maintenance Manual one time and return to the submitter with the appropriate disposition.
  - 1. Submittals for the Operation and Maintenance Manual must be original documentation.
  - 2. Photo copies of marked up Operations and Maintenance submittals are not acceptable.
- G. Refer to Division 01 and each individual Division Section for additional submittal requirements.

# 1.8 PRODUCT, DELIVERY, STORAGE, HANDLING AND MAINTENANCE

- A. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels and similar information needed for distinct identifications; adequately packaged and protected to prevent damage during shipment, storage and handling. Protect stored equipment and materials from damage.
- B. Coordinate deliveries with Using Agency prior to delivering to the site.
- C. Exercise care in transporting and handling to avoid damage to materials.
- D. Keep all materials clean, dry and free from damaging environments.

## 1.9 WARRANTIES

- A. Provide complete warranty information for each item to include product or equipment, date of beginning of warranty or bond; duration of warranty or bond; and names, addresses, telephone numbers and procedures for filing a claim and obtaining warranty services.
- B. Warranty requires correction of all work found to be defective or nonconforming to the Contract Documents, without cost to the Using Agency. Bear all costs associated with corrective measures and damage due to defects or nonconformance with the Contract Documents, excluding repairs required as a result of improper maintenance or operation, or normal wear and tear as determined by the Engineer.

# PART 2 - PRODUCTS (NOT USED)

## **PART 3 - EXECUTION**

# 3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounted items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Jobsite Safety: The Contractor is the sole entity responsible for jobsite safety.

## 3.2 EXAMINATION

A. Examine substrates, areas, and conditions, with installer present, for compliance with requirements for installation tolerances and other conditions affecting installation and

application of sealants and access panels. Do not proceed with installation until unsatisfactory conditions have been corrected.

## 3.3 ROUGH-IN

- A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.
- B. Coordinate equipment rough-in requirements with Divisions 02 through 28.

## 3.4 ELECTRICAL INSTALLATIONS

- A. Coordinate electrical equipment and materials installation with other building components.
- B. Verify all dimensions by field measurements.
- C. Arrange for chases, slots, and openings in other building components to allow for electrical installations.
- D. Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete and other structural components as they are constructed.
- E. Sequence, coordinate and integrate installations of electrical materials and equipment for efficient flow of the Work. Give particular attention to large equipment requiring positioning prior to closing-in the building.
- F. Install systems, materials and equipment to conform to project requirements and approved submittal data, including coordination drawings, to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer conflict to the Engineer.
- G. Systems, materials and equipment which will be exposed in finished areas shall be installed level and plumb, parallel and perpendicular to other building systems and components.
- H. Install electrical equipment to facilitate maintenance and repair or replacement of equipment components. Maintain code clearances in front of and about all electrical equipment. As much as practical, connect equipment for ease of disconnecting with minimum of interference with other installations.
- I. Coordinate the installation of electrical materials and equipment above ceilings with suspension system, mechanical equipment and systems and structural components.
- J. Include in the Work all labor, materials, equipment, services, apparatus and drawings (in addition to the Contract Documents) as required to complete the intended Work.
- K. Control and interlock wiring shall be installed in a separate raceway and shall not be installed in the same raceway as power conductors.

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

## 3.5 ERECTION OF METAL SUPPORTS AND ANCHORAGE

- A. Cut, fit, and place miscellaneous metal fabrications accurately in location, alignment and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS "Structural Welding Code."

# 3.6 ERECTION OF WOOD SUPPORTS AND ANCHORAGE

- A. Cut, fit and place wood grounds, nailers, blocking and anchorage accurately in location, alignment and elevation to support and anchor electrical materials and equipment.
- B. Select fastener sizes that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood members.
- C. Attach to substrates as required to support applied loads.

## 3.7 APPLICATION OF SEALERS

- A. General: Comply with sealer manufacturers' printed application instructions applicable to products and applications indicated, except where more stringent requirements apply.
  - 1. Comply with recommendations of ASTM C 962 for use of elastomeric sealants.
- B. Tooling: Immediately after sealant application and prior to time shinning or curing begins, tool sealants to form smooth, uniform beads; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

## 3.8 FIRESTOPPING

A. Apply rated firestopping sealants at all penetrations of fire and smoke walls; at all penetrations of floors and at other locations as noted on the drawings or where required by Code. Consider walls that are common to different abutting buildings, to different additions to buildings, and to fire and smoke separations within buildings as requiring firestopping sealant. Refer to architectural drawings. For existing buildings where fire separations are not noted on any drawings, use reasonable logic as to which separations are fire-rated. When in doubt, consult with Engineer or Architect.

# 3.9 PAINTING

A. Paint all electrical equipment that is marred or damaged prior to the Using Agency's acceptance. Paint and color shall match original equipment paint and shall be obtained from the

equipment supplier if available. All equipment shall have a finished coat of paint applied unless specifically allowed to be provided with a prime coat only.

# 3.10 ADJUST AND CLEAN

- A. Thoroughly clean all equipment and systems prior to the Using Agency's final acceptance of the project.
- B. Clean all foreign paint, grease, oil, dirt, labels, stickers, etc., from all equipment.
- C. Remove all rubbish, debris, etc., accumulated during construction from the premises.
- D. Refer to the Division 01 Section for final cleaning.

# 3.11 FIELD QUALITY CONTROL

## A. General:

- 1. All required equipment and systems tests shall be made during and post-Construction as required.
- 2. All required testing instruments, meters, etc., shall be provided.
- 3. Technicians operating testing equipment shall be trained in testing procedures.
- 4. Testing shall confirm that equipment and systems provided by the Contractor have been installed properly.
- 5. Unsatisfactory test results shall result in revisions or replacement of equipment or settings as required to provide a system capable of meeting test requirements. Tests shall be repeated or additional tests made as necessary to confirm system capability as required by the Using Agency, Engineer or Authority Having Jurisdiction.

## **END OF SECTION 260500**

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# SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

# **PART 1 - GENERAL**

#### 1.1 WORK INCLUDES

- A. Base Bid:
  - 1. ELECTRICAL Contractor:
    - a. Building wires and cables rated 600 V and less.
    - b. Connectors, splices, and terminations rated 600 V and less.

# 1.2 RELATED WORK

- A. 260500 "Common Work Results for Electrical"
- B. 260553 "Identification for Electrical Systems"

# 1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

# **PART 2 - PRODUCTS**

## 2.1 CONDUCTORS AND CABLES

- A. Copper Conductors: Comply with NEMA WC 70.
- B. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN.
- C. Conductor Material: Copper. Solid or stranded for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

## 2.2 CONNECTORS AND SPLICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. AFC Cable Systems, Inc.
  - 2. Hubbell Power Systems, Inc.
  - 3. O-Z/Gedney; EGS Electrical Group LLC.
  - 4. 3M: Electrical Products Division.
  - 5. Tyco Electronics Corp.

B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

# **PART 3 - EXECUTION**

# 3.1 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."
- F. Tighten electrical connectors and terminals according to manufacturer's published torquetightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- G. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

## 3.2 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
- B. Tests and Inspections:
  - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- C. Remove and replace malfunctioning units and retest as specified above.

# **END OF SECTION 260519**

# SECTION 260553 – IDENTIFICATION FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

#### 1.1 WORK INCLUDES

- A. Base Bid:
  - 1. ELECTRICAL Contractor:
    - a. Identification of power and control cables.
    - b. Identification for conductors.

#### 1.2 RELATED WORK

A. 260519 "Low-Voltage Electrical Power Conductors and Cables".

## 1.3 ACTION SUBMITTALS

A. Product Data: For each electrical identification product indicated.

# 1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

# **PART 2 - PRODUCTS**

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

# 2.2 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

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## 2.3 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

## **PART 3 - EXECUTION**

# 3.1 INSTALLATION

- A. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Apply identification devices to surfaces that require finish after completing finish work.
- C. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- D. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- E. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

# 3.2 IDENTIFICATION SCHEDULE

- A. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
  - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service conductors.
    - a. Color shall be factory applied.
    - b. Colors for 208/120-V Circuits:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.
      - 4) Match Existing Door Control Wire Color.
    - c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

- B. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- C. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.
- D. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
  - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
  - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
  - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.

# **END OF SECTION 260553**