PROJECT MANUAL

Foundation Stabilization & Waterproofing

E.W. Thompson State School

Sedalia, Missouri

Designed By: Structural Engineering Associates
1000 Walnut, Suite 1570
Kansas City, MO 64106

Date Issued: February 9, 2024

Project No.: E2329-01

STATE *of* MISSOURI

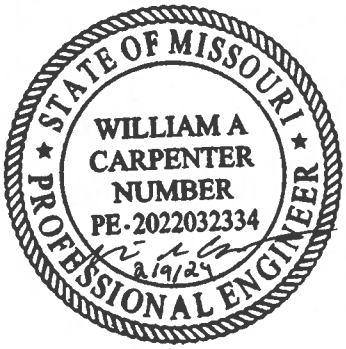
OFFICE *of* ADMINISTRATION

Facilities Management, Design & Construction

SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: E2329-01

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:



William A. Carpenter
License No: PE-2022032334

TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS INDEX:

END OF SECTION 0001110

SECTION 000115 – LIST OF DRAWINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 LIST OF DRAWINGS

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

	TITLE	SHEET No.	DATE	CAD No.
1.	Cover	COVER	02/09/2024	Cover
2.	Site Location	Sheet S-000	02/09/2024	S-000
3.	General Notes	Sheet S-001	02/09/2024	S-001
4.	Foundation Floor Plan	Sheet S-100	02/09/2024	S-100
5.	1st Floor Plan	Sheet S-101	02/09/2024	S-101
6.	Alternate No. 2			
	(Interior Wall Painting Plan)	Sheet S-102	02/09/2024	S-102
7.	North Elevation	Sheet S-200	02/09/2024	S-200
8.	West Elevation	Sheet S-201	02/09/2024	S-201
9.	South Elevation	Sheet S-202	02/09/2024	S-202
10.	East Elevation	Sheet S-203	02/09/2024	S-203
11.	Photos	Sheet S-204	02/09/2024	S-204
12.	Alternate No. 1			
	North Elevation	Sheet S-205	02/09/2024	S-205
13.	Alternate No. 1			
	West Elevation	Sheet S-206	02/09/2024	S-206
14.	Alternate No. 1			
	South Elevation	Sheet S-207	02/09/2024	S-207
15.	Alternate No. 1			
	East Elevation	Sheet S-208	02/09/2024	S-208
16.	Repair Details	Sheet S-300	02/09/2024	S-300

17.	Foundation Details	Sheet S-301	02/09/2024	S-301
18.	Wall Repair Details	Sheet S-400	02/09/2024	S-400

END OF SECTION 000115

SECTION 001116 - INVITATION FOR BID

1.0 OWNER:

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

2.0 PROJECT TITLE AND NUMBER:

A. Foundation Stabilization & Waterproofing
E.W. Thompson State School
Sedalia, Missouri
Project No.: E2329-01

3.0 BIDS WILL BE RECEIVED:

A. Until: 1:30 PM, May 21, 2024

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

4.0 DESCRIPTION:

A. Scope: The project consists of underpinning of existing strip and spread footings including excavation to bottom of footings, preparation and footings to receive underpinning and backfill. Also included is removal and replacement of exterior sidewalks and paving and interior slabs-on-grade along with removal and replacement or reinstallation of interior floor finishes as part of the underpinning work. The interior faces of the perimeter CMU walls are to the re-pointed where cracks are present. All openings, including but not limited to windows, doors, vents, conduit are to be re-caulked.

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

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

5.0 PRE-BID MEETING:

A. Place/Time**:** 10 AM, May, 7, 2024, at 1250 Thompson Blvd., Sedalia, Missouri 65301

B. Access to State of Missouri property requires presentation of a photo ID by all persons

6.0 HOW TO GET PLANS & SPECIFICATIONS:

A. View Only Electronic bid sets are available at no cost or paper bid sets for a **deposit of $100.00** from American Document Solutions (ADS). MAKE CHECKS PAYABLE TO: American Document Solutions. Mail to: American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433, https://www.adsplanroom.net. NOTE: Prime contractors will be allowed a maximum of two bid sets at the deposit rate shown above. Other requesters will be allowed only one bid set at this rate. Additional bid sets or parts thereof may be obtained by any bidder at the cost of printing and shipping by request to American Document Solutions at the address shown above. **Bidder must secure at least one bid set to become a planholder.**

B. **Refunds: Return plans and specifications in unmarked condition within 15 working days of bid opening to American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433. Deposits for plans not returned within 15 working days shall be forfeited.**

C. Information for upcoming bids, including downloadable plans, specifications, Invitation for Bid, bid tabulation, award, addenda, and access to the ADS planholders list, is available on the Division of Facilities Management, Design and Construction's web site: https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans.

7.0 POINT OF CONTACT:

A. Designer: Structural Engineering Associates, William Carpenter, PE, 816-595-5634, email: wcarpenter@seassociates.com

B. Project Manager: Scott Zeller, 573-751-2668, email: Scott.Zeller@oa.mo.gov

8.0 GENERAL INFORMATION:

A. The State reserves the right to reject any and all bids and to waive all informalities in bids. No bid may be withdrawn for a period of 20 working days subsequent to the specified bid opening time. The contractor shall pay not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, as determined by the Missouri Department of Labor and Industrial Relations and as set out in the detailed plans and specifications.

B. Bid results will be available at https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans after it is verified that at least one bid is awardable and affordable.

Very Important MissouriBUYS Instructions to Help Submit a Bid Correctly

A. The bidder shall submit his or her bid and all supporting documentation on MissouriBUYS eProcurement System. No hard copy bids shall be accepted. Go to https://missouribuys.mo.gov and register. The bidder must register and complete a profile fully with all required documents submitted prior to submitting a bid.

B. Once registered, log in.
1. Under "Solicitation" select "View Current Solicitations."
2. Under "Filter by Agency" select "OA-FMDC-Contracts Chapter 8", then click "Filter Solicitation" button.
3. Select "Active Solicitations" tab.
4. To see the Solicitation Summary, click on the Project Number and the summary will open. Click each heading to open detailed information.

C. Here are simplified instructions for uploading the bid to MissouriBUYS:
1. Find the solicitation by completing Steps 1 through 4 above.
2. Select the three dots under "Actions." Select "Add New Response."
3. When the Quote box opens, give the response a title and select "OK."
4. The detailed solicitation will open. Select "Check All" for the Original Solicitation Documents, open each document, and select "Accept." If this step is not completed, a bid cannot be uploaded. Scroll to the bottom of the page and select "Add Attachments." If you do not see this command, not all documents have been opened and accepted.
5. The Supplier Attachments box will open. Select "Add Attachment" again.
6. The Upload Documents box will open. Read the instructions for uploading. Disregard the "Confidential" check box.
7. Browse and attach up to 5 files at a time. Scroll to bottom of box and select "Upload." The Supplier Attachments box will open. Repeat Steps 5 through 7 if more than 5 files are to be uploaded.
8. When the Supplier Attachments box opens again and uploading is complete, select "Done." A message should appear that the upload is successful. If it does not, go to the Bidder Response tab and select "Submit."
9. The detailed solicitation will open. At the bottom select "Close."

D. Any time a bidder wants to modify the bid, he or she will have to submit a new one. FMDC will open the last response the bidder submits. The bidder may revise and submit the bid up to the close of the solicitation (bid date and time). Be sure to allow for uploading time so that the bid is successfully uploaded prior to the 1:30 PM deadline; we can only accept the bid if it is uploaded before the deadline.

E. If you want to verify that you are uploading documents correctly, please contact Paul Girouard: 573-751-4797, paul.girouard@oa.mo.gov ; April Howser: 573-751-0053, April.Howser@oa.mo.gov ; or Mandy Roberson: 573-522-0074, Mandy.Roberson@oa.mo.gov.

F. If you are experiencing login issues, please contact Web Procure Support (Proactis) at 866-889-8533 anytime from 7:00 AM to 7:00 PM Central Time, Monday through Friday. If you try using a userid or password several times that is incorrect, the system will lock you out. Web Procure Support is the only option to unlock you! If you forget your userid or password, Web Procure Support will provide a temporary userid or password. Also, if it has been a while since your last successful login and you receive an "inactive" message, contact Web Procure (Proactis). If you are having a registration issue, you may contact Cathy Holliday at 573-751-3491 or by email: cathy.holliday@oa.mo.gov.

IMPORTANT REMINDER REGARDING REQUIREMENT FOR OEO CERTIFICATION

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

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

SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

A. If awarded a contract, the Bidder's employees, and the employees of all subcontractors, who perform the work on the project must adhere to requirements in Section 013513 – Site Security and Health Requirements as applicable per Agency.

B. The Bidder's prices shall include all city, state, and federal sales, excise, and similar taxes that may lawfully be assessed in connection with the performance of work, and the purchased of materials to be incorporated in the work. THIS PROJECT IS NOT TAX EXEMPT.

2.0 - BID DOCUMENTS

A. The number of sets obtainable by any one (1) party may be limited in accordance with available supply.

B. For the convenience of contractors, sub-contractors and suppliers, copies of construction documents are on file at the office of the Director, Division of Facilities Management, Design and Construction and on the Division's web site - https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans.

3.0 - BIDDERS' OBLIGATIONS

A. Bidders must carefully examine the entire site of the work and shall make all reasonable and necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the specifications and the plans. Bidders are also required to examine all maps, plans and data mentioned in the specifications. No plea of ignorance concerning observable existing conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.

B. Under no circumstances will contractors give their plans and specifications to another contractor. Any bid received from a contractor whose name does not appear on the list of plan holders may be subject to rejection.

4.0 - INTERPRETATIONS

A. No bidder shall be entitled to rely on oral interpretations as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than five (5) working days before opening of bids. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.

B. Approval for an "acceptable substitution" issued in the form of an addendum as per Paragraph 4A above, and as per Article 3.1 of the General Conditions; ACCEPTABLE SUBSTITUTIONS shall constitute approval for use in the project of the product.

C. An "acceptable substitution" requested after the award of bid shall be approved if proven to the satisfaction of the Owner and the Designer as per Article 3.1, that the product is acceptable in design, strength, durability, usefulness, and convenience for the purpose intended. Approval of the substitution after award is at the sole discretion of the Owner.

D. A request for "Acceptable Substitutions" shall be made on the Section 006325 Substitution Request Form. The request shall be sent directly to the project Designer. A copy of said request should also be mailed to the Owner, Division of Facilities Management, Design and Construction, Post Office Box 809, Jefferson City, Missouri 65102.

5.0 - BIDS AND BIDDING PROCEDURE

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

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

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

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

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

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

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

6.0 - SIGNING OF BIDS

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

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

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

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

E. A bid should contain the full and correct legal name of the Bidder. If the Bidder is an entity registered with the Missouri Secretary of State, the Bidder's name on the bid form should appear as shown in the Secretary of State's records.

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

7.0 - RECEIVING BID SUBMITTALS

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

B. Bids must be submitted through the MissouriBUYS statewide eProcurement system (https://www.missouribuys.mo.gov/) in accordance with the instructions for that system. The Owner shall only accept bids submitted through MissouriBUYS. Bids received by the Owner through any other means, including hard copies, shall not be considered and will be discarded by the Owner unopened.

C. To respond to an Invitation for Bid, the Bidder must first register with MissouriBUYS by going through the MissouriBUYS Home Page (https://www.missouribuys.mo.gov/), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered, the Bidder accesses its account by clicking the "Login" button at the top of the MissouriBUYS Home Page. Enter your USERID and PASSWORD, which the Bidder will select. Under Solicitations, select "View Current Solicitations." A new screen will open. Under "Filter by Agency" select "OA-FMDC-Contracts Chapter 8." Under "Filter by Opp. No." type in the State Project Number. Select "Submit." Above the dark blue bar, select "Other Active Opportunities." To see the Solicitation Summary, single click the Opp. No. (Project Number) and the summary will open. Single quick click each blue bar to open detailed information. The Bidder must read and accept the Original Solicitation Documents and complete all identified requirements. The Bidder should download and save all of the Original Solicitation Documents on its computer so that the Bidder can prepare its response to these documents. The Bidder should upload its completed response to the downloaded documents as an attachment to the electronic solicitation response.

D. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are provided in Section 001116 – Invitation For Bid.

E. The Bidder shall submit its bid on the forms provided by the Owner on MissouriBUYS with each space fully and properly completed, including all amounts required for alternate bids, unit prices, cost accounting data, etc. The Owner may reject bids that are not on the Owner's forms or that do not contain all requested information.

F. No Contractor shall stipulate in his bid any conditions not contained in the specifications or standard bid form contained in the contract documents. To do so may subject the Contractor's bid to rejection.

G. The completed forms shall be without interlineations, alterations or erasures.

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

A. Bidder may withdraw his bid at any time prior to scheduled closing time for receipt of bids, but no bidder may withdraw his bid for a period of twenty (20) working days after the scheduled closing time for receipt of bids.

B. The Bidder shall modify his or her original bid by submitting a revised bid on MissouriBUYS.

9.0 - AWARD OF CONTRACT

A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.

B. The Owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances and other apparatus.

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

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

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

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

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

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

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

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

10.0 - CONTRACT SECURITY

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

11.0 - LIST OF SUBCONTRACTORS

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

12.0 - WORKING DAYS

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

1. Working days are defined as all calendar days except Saturdays, Sundays and the following State of Missouri observed holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday, Truman Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

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

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

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

14.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

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

15.0 - MBE/WBE/SDVE INSTRUCTIONS

A. Definitions:

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

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

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

4. **"WBE"** means a Women's Business Enterprise.

5. **"WOMEN'S BUSINESS ENTERPRISE"** has the same meaning as set forth in section 37.020, RSMo.

6. **"SDVE"** means a Service-Disabled Veterans Enterprise.

7. **"SERVICE-DISABLED VETERAN"** has the same meaning as set forth in section 34.074, RSMo.

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

B. MBE/WBE/SDVE General Requirements:

1. For all bids greater than $100,000, the Bidder shall obtain MBE, WBE and SDVE participation in an amount equal to or greater than the percentage goals set forth in the Invitation for Bid and the Bid Form, unless the Bidder is granted a Good Faith Effort waiver by the Director of the Division, as set forth below. If the Bidder does not meet the MBE, WBE and SDVE goals, or make a good faith effort to do so, the Bidder shall be non-responsive, and its bid shall be rejected.

2. The Bidder should submit with its bid all of the information requested in the MBE/WBE/SDVE Compliance Evaluation Form for every MBE, WBE, or SDVE subcontractor or material supplier the Bidder intends to use for the contract work. The Bidder is required to submit all appropriate MBE/WBE/SDVE documentation before the stated time and date set forth in the Invitation for Bid. If the Bidder fails to provide such information by the specified date and time, the Owner shall reject the bid.

3. The Director reserves the right to request additional information from a Bidder to clarify the Bidder's proposed MBE, WBE, and/or SDVE participation. The Bidder shall submit the clarifying information requested by the Owner within two (2) Working Days of receiving the request for clarification.

4. Pursuant to section 34.074, RSMo, a Bidder that is a SDVE doing business as Missouri firm, corporation, or individual, or that maintains a Missouri office or place of business, shall receive a three-point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing the bid amount of the eligible SDVE by three percent of the apparent low responsive bidder's bid. Based on this calculation, if the eligible SDVE's evaluation is less than the apparent low responsive bidder's bid, the eligible SDVE's bid becomes the apparent low responsive bid. This reduction is for evaluation purposes only, and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded. In order to be eligible for the SDVE preference, the Bidder must complete and submit with its bid the Missouri Service Disabled Veteran Business Form, and any information required by the form. The form is available on the MissouriBUYS solicitation for this project.

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

1. A Bidder who is a MBE, WBE, or SDVE may count 100% of the contract towards the MBE, WBE or SDVE goal, less any amounts awarded to another MBE, WBE or SDVE. (NOTE: A MBE firm that bids as general contractor must obtain WBE and SDVE participation; a WBE firm that bids as a general contractor must obtain MBE and SDVE participation; and a SDVE firm that bids as general contractor must obtain MBE and WBE participation.) In order for the remaining contract amount to be counted towards the MBE, WBE or SDVE goal, the Bidder must complete the MBE/WBE/SDVE Compliance Evaluation Form (Section 004337) identifying itself as an MBE, WBE or SDVE.

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

3. Expenditures for materials and supplies obtained from a certified MBE, WBE, or SDVE supplier or manufacturer may be counted towards the MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE assumes the actual and contractual responsibility for the provision of the materials and supplies.

4. The total dollar value of the work granted to a second or subsequent tier subcontractor or a supplier may be counted towards a Bidder's MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE properly assumes the actual and contractual responsibility for the work.

5. The total dollar value of work granted to a certified joint venture equal to the percentage of the ownership and control of the MBE, WBE, or SDVE partner in the joint venture may be counted towards the MBE/WBE/SDVE goals.

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

D. Certification of MBE/WBE/SDVE Subcontractors:

1. In order to be counted towards the goals, an MBE or WBE must be certified by the State of Missouri Office of Equal Opportunity and an SDVE must be certified by the State of Missouri, Office of Administration, Division of Purchasing and Material Management or by the Department of Veterans Affairs.

2. The Bidder may determine the certification status of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO)'s online MBE/WBE directory (https://apps1.mo.gov/MWBCertifiedFirms/). The Bidder may determine the eligibility of a SDVE subcontractor or supplier by referring to the Division of Purchasing and Materials Management's online SDVE directory (https://oa.mo.gov/sites/default/files/sdvelisting.pdf) or the Department of Veterans Affairs' directory (https://vetbiz.va.gov/basic-search/).

3. Additional information, clarifications, etc., regarding the listings in the directories may be obtained by calling the Division at (573)751-3339 and asking to speak to the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).

E. Waiver of MBE/WBE/SDVE Participation:

1. If a Bidder has made a good faith effort to secure the required MBE, WBE and/or SDVE participation and has failed, the Bidder shall submit with its bid the information requested in MBE/WBE/SDVE Good Faith Effort (GFE) Determination form. The GFE forms are located on the MissouriBUYS solicitation for this project. The Director will determine if the Bidder made a good faith effort to meet the applicable goals. If the Director determines that the Bidder did not make a good faith effort, the bid shall be rejected as being nonresponsive to the bid requirements. Bidders who demonstrate that they have made a good faith effort to include MBE, WBE, and/or SDVE participation will be determined to be responsive to the applicable participation goals, regardless of the percent of actual participation obtained, if the bid is otherwise acceptable.

2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE and/or SDVE participation, the Director may evaluate the factors set forth in 1 CSR 30-5.010(6)(C) and the following:

   a. The amount of actual participation obtained;

   b. How and when the Bidder contacted potential MBE, WBE, and SDVE subcontractors and suppliers;

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

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

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

   f. Amount of bids received from any of the subcontractors and/or suppliers that the Bidder contacted;

   g. The Bidder's stated reasons for rejecting any bids;

3. If no bidder has obtained any participation in a particular category (MBE/WBE/SDVE) or made a good faith effort to do so, the Director may waive that goal rather than rebid.

F. Contractor MBE/WBE/SDVE Obligations

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

2. If the Contractor fails to meet or maintain the participation requirements contained in the Contractor's bid, the Contractor must satisfactorily explain to the Director why it cannot comply with the requirement and why failing meeting the requirement was beyond the Contractor's control. If the Director finds the Contractor's explanation unsatisfactory, the Director may take any appropriate action including, but not limited to:

    a. Declaring the Contractor ineligible to participate in any contracts with the Division for up to twelve (12) months (suspension); and/or

    b. Declaring the Contractor be non-responsive to the Invitation for Bid, or in breach of contract and rejecting the bid or terminating the contract.

3. If the Contractor replaces an MBE, WBE, or SDVE during the course of this contract, the Contractor shall replace it with another MBE, WBE, or SDVE or make a good faith effort to do so. All MBE, WBE and SDVE substitutions must be approved by the Director.

4. The Contractor shall provide the Owner with regular reports on its progress in meeting its MBE/WBE/SDVE obligations. At a minimum, the Contractor shall report the dollar-value of work completed by each MBE, WBE, or SDVE during the preceding month and the cumulative total of work completed by each MBE, WBE or SDVE to date with each monthly application for payment. The Contractor shall also make a final report, which shall include the total dollar-value of work completed by each MBE, WBE, and SDVE during the entire contract.

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

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

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

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

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

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

State of Missouri Construction Contract

THIS AGREEMENT is made (DATE) by and between:

Contractor Name and Address

hereinafter called the "Contractor,"

and the **State of Missouri**, hereinafter called the **"Owner"**, represented by the Office of Administration, Division of Facilities Management, Design and Construction, on behalf of the Department of Elementary and Secondary Education (DESE).

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: **Foundation Stabilization & Waterproofing**
E.W. Thompson State School
Sedalia, Missouri

Project Number: **E2329-01**

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

ARTICLE 2. TIME OF COMPLETION

The contract performance time is **160 working days** from the transmittal date of this agreement. The contract completion date is **MONTH, DAY, YEAR**. This time includes ten (10) working days for the Contractor to receive, sign and return the contract form along with required bonding and insurance certificates. Failure of the Contractor to provide correct bonding and insurance within the ten (10) working days shall not be grounds for a time extension. Receipt of proper bonding and insurance is a condition precedent to the formation of the contract and if not timely received, may result in forfeiture of the Contractor's bid security. Work may not commence until the Owner issues a written Notice to Proceed and must commence within seven (7) working days thereafter.

ARTICLE 3. LIQUIDATED DAMAGES

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

ARTICLE 4. CONTRACT SUM

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

Base Bid:	$
Alternate No. 1:	$
Alternate No. 2:	$

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.

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

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

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

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

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

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

ARTICLE 7. CONTRACT DOCUMENTS

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

1. Division 0 – Procurement and Contracting Information, including, but not limited to:
    a. Invitation for Bid (Section 001116)
    b. Instructions to Bidders (Section 002113)

c. Supplementary Instructions to Bidders (if applicable) (Section 002213)
d. The following documents as completed and executed by the Contractor and accepted by the Owner, if applicable:
    i. Bid Form (Section 004113)
    ii. Unit Prices (Section 004322)
    iii. Proposed Contractors Form (Section 004336)
    iv. MBE, WBE, SDVE Compliance Evaluation Form(s) (Section 004337)
    v. MBE, WBE, SDVE Eligibility Determination Form for Joint Ventures (Section 004338)
    vi. MBE, WBE, SDVE Good Faith Effort (GFE) Determination Form (Section 004339)
    vii. Missouri Service Disabled Veteran Business Form (Section 004340)
    viii. Affidavit of Work Authorization (Section 004541)
    ix. Affidavit for Affirmative Action (Section 005414)
e. Performance and Payment Bond, completed and executed by the Contractor and surety (Section 006113)
f. General Conditions (Section 007213)
g. Supplementary Conditions (Section 007300)
h. Supplementary General Conditions for Federally Funded/Assisted Construction Projects (Section 007333)
i. Wage Rate(s) (Section 007346)

2. Division 1 – General Requirements
3. All Drawings identified in the Project Manual
4. All Technical Specifications included in the Project Manual
5. Addenda, if applicable

ARTICLE 8 – CERTIFICATION

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

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

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

APPROVED:

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

_____
Contractor's Authorized Signature

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

_____
Corporate Secretary

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

AFFIDAVIT FOR AFFIRMATIVE ACTION

PROJECT NUMBER

NAME

First being duly sworn on oath states: that

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

NAME

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

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

PROJECT TITLE

Less than 50 persons in the aggregate will be employed and therefore, the applicable Affirmative Action requirements as set forth in Article 1.4 of the General Conditions of the State of Missouri have been met.

PRINT NAME & SIGNATURE	DATE

NOTARY INFORMATION

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

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

Bond No._____

SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT we _____

as principal, and _____

_____as Surety, are held and firmly bound unto the

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

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

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

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

_____

_____

_____

(Insert Project Title and Number)

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

AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contract or in the work to be done under it or the giving by the Owner of any extension of the time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being hereby waived.

IN WITNESS WHEREOF, the above bounden parties have executed the within instrument this _____ day of _____, 20 ____.

AS APPLICABLE:

AN INDIVIDUAL

Name: _____

Signature: _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORATION

Firm Name: _____

Signature of President: _____

SURETY

Surety Name: _____

Attorney-in-Fact: _____

Address of Attorney-in-Fact: _____

_____

Telephone Number of Attorney-in-Fact: _____

Signature Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney

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

PRODUCT SUBSTITUTION REQUEST

PROJECT NUMBER

PROJECT TITLE AND LOCATION

CHECK APPROPRIATE BOX

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

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

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

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

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

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

☐ Sample ☐ Sample will be sent, if requested

QUALITY COMPARISON

	SPECIFIED PRODUCT	SUBSTITUTION REQUEST
NAME, BRAND		
CATALOG NO.		
MANUFACTURER		
VENDOR		

PREVIOUS INSTALLATIONS

PROJECT	ARCHITECT/ENGINEER	
LOCATION		DATE INSTALLED

SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

REASON FOR SUBSTITUTION

DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?

☐ YES ☐ NO

IF YES, EXPLAIN

SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR A/E WORK

☐ YES ☐ NO

BIDDER'S/CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENT:

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

BIDDER/CONTRACTOR	DATE

REVIEW AND ACTION

☐ Resubmit Substitution Request with the following additional information:

☐ Substitution is accepted.

☐ Substitution is accepted with the following comments:

☐ Substitution is not accepted.

ARCHITECT/ENGINEER	DATE

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

FINAL RECEIPT OF PAYMENT AND RELEASE

PROJECT NUMBER

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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

(ADDRESS OF PROJECT)

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

DOES HEREBY:

1. ACKNOWLEDGE that they have been **PAID IN FULL** all sums due for work and materials contracted or done by their Subcontractors, Material Vendors, Equipment and Fixture Suppliers, Agents and Employees, or otherwise in the performance of the Work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally, and forever discharge the Owner from any and all suits, actions, claims, and demands for payment for work performed or materials supplied by Subcontractor in accordance with the requirements of the above referenced Contract.
1. REPRESENT that all of their Employees, Subcontractors, Material Vendors, Equipment and Fixture Suppliers, and everyone else has been **paid in full** all sums due them, or any of them, in connection with performance of said Work, or anything done or omitted by them, or any of them in connection with the construction of said improvements, or otherwise.

DATED this day of , 20 .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

ORIGINAL: FILE/Closeout Documents

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

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

MBE/WBE/SDVE PROGRESS REPORT

Remit with **ALL** Progress and Final Payments

(Please check appropriate box) ☐CONSULTANT ☐CONSTRUCTION

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

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

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

Revised 05/21

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

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

State of _____ personally came and appeared _____
(NAME)

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

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

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

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

SIGNATURE

NOTARY INFORMATION

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

FILE: Closeout Documents

GENERAL CONDITIONS

INDEX

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 Manual" shall consist of Introductory Information, Invitation for Bid, Instructions to Bidders, Bid Documents, Additional Information, Standard Forms, General Conditions, Supplemental General Conditions, General Requirements and Technical Specifications.
13. **"SUBCONTRACTOR"**: Party or parties who contract under, or for the performance of part or this entire Contract between the Owner and Contractor. The subcontract may or may not be direct with the Contractor.
14. **"WORK"**: All supervision, labor, materials, tool, supplies, equipment, and any incidental operations and/or activities required by or reasonably inferable from the Contract Documents necessary to construct the Project and to produce the results intended by the Contract Documents in a safe, expeditious, orderly, and workmanlike manner, and in the best manner known to each respective trade.
15. "**WORKING DAYS**": are all calendar days except Saturdays, Sundays and the following holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday (observed), Truman Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day (observed), Thanksgiving Day, Christmas Day.

ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

B. Specifications are separated into titled divisions for convenience of reference only and to facilitate letting of contracts and subcontracts. The Contractor is responsible for establishing the scope of work for subcontractors, which may cross titled divisions. Neither the Owner nor Designer will establish limits and jurisdiction of subcontracts.

C. Figured dimensions take precedence over scaled measurements and details over smaller scale general drawings. In the event of conflict between any of the documents contained within the contract, the documents shall take precedence and be controlling in the following sequence: addenda, supplementary general conditions, general conditions, division 1 specifications, technical division specifications, drawings, bid form and instructions to bidders.

D. Anything shown on drawings and not mentioned in these specifications or vice versa, as well as any incidental work which is obviously necessary to complete the project within the limits established by the drawings and specifications, although not shown on or described therein, shall be performed by the Contractor at no additional cost as a part of his contract.

E. Upon encountering conditions differing materially from those indicated in the contract documents, the Contractor shall promptly notify the Designer and Construction Representative in writing before such conditions are disturbed. The Designer shall promptly investigate said conditions and report to the Owner, with a recommended course of action**.** If conditions do materially differ and cause an increase or decrease in contract cost or time required for completion of any portion of the work, a contract change will be initiated as outlined in Article 4 of these General Conditions.

E. Only work included in the contract documents is authorized, and the Contractor shall do no work other than that described therein or in accordance with appropriately authorized and approved contract changes.

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

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

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

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

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

E. Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall

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

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

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

1. Against recipients of service on the basis of race, color, religion, national origin, sex, disability or age.

2. Against any employee or applicant, for employment on the basis of race, color, religion, national origin, sex or otherwise qualified disability status.

3. Against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages 40 and 70 and where such Contractor employs at least 20 persons.

4. Against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran.

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

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

1. A written policy statement committing the total organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

2. The identification of a person designated to handle affirmative action;

3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to lay-off, recall, discharge, demotion and discipline;

4. The exclusion of discrimination from all collective bargaining agreements; and

5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

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

ARTICLE 1.5 - ANTI-KICKBACK

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

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

ARTICLE 1.6 - PATENTS AND ROYALTIES

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

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

ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

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

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

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

ARTICLE 1.8 - COMMUNICATIONS

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

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

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

ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

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

B. The Contractor shall consult the drawings for all other contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Owner’s Representative before the work is performed. If the Contractor fails to do this, and constructs any

work which interferes with the work of another contractor, the Contractor shall remove any part so conflicting and rebuild same, as directed by the Owner's Representative at no additional cost to the Owner.

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

D. Should the Contractor or project associated subcontractors refuse to cooperate with the instructions and reasonable requests of other Contractors or other subcontractors in the overall coordinating of the work, the Owner may take such appropriate action and issue directions, as required, to avoid unnecessary and unwarranted delays.

E. Each Contractor shall be responsible for damage done to Owner's or other Contractor's property by him/her or workers in his employ through their fault or negligence.

F. Should a Contractor sustain any damage through any act or omission of any other Contractor having a contract with the Owner, the Contractor so damaged shall have no claim or cause of action against the Owner for such damage, but shall have a claim or cause of action against the other Contractor to recover any and all damages sustained by reason of the acts or omissions of such Contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any unreasonable delay on the part of any such contractors.

ARTICLE 1.10 - ASSIGNMENT OF CONTRACT

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

ARTICLE 1.11 - INDEMNIFICATION

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

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

ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS

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

ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES

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

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

C. All materials and workmanship used in the work shall be subject to the inspection of the Designer and Construction Representative, and any work which is deemed defective shall be removed, rebuilt or made good immediately upon notice.

The cost of such correction shall be borne by the Contractor. Contractor shall not be entitled to an extension of the contract completion date in order to remedy defective work. All rejected materials shall be immediately removed from the site of the work.

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

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

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

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

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

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

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

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

ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES

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

ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS

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

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

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

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

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

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

2. Material delivered fails to comply with contract requirements.

ARTICLE 3.2 -- SUBMITTALS

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

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

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

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

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

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

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

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

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

ARTICLE 3.3 – AS-BUILT DRAWINGS

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

ARTICLE 3.4 – GUARANTY AND WARRANTIES

A. General Guaranty

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

damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor or surety.

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

B. Extended Warranty

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

ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS

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

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

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

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

4. Service Instructions: Provide the following information for all pieces of equipment.

   a. Recommended spare parts including catalog number and name of local supplier or factory representative.

   b. Belt sizes, types, and lengths.

   c. Wiring diagrams.

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

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

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

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

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

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

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

ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

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

B. Contractor shall, at all times, enforce strict discipline and good order among his employees,

and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.

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

D. The Contractor and each of his subcontractors shall submit to the Construction Representative, through the Designer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

E. The Contractor, subcontractors, and material suppliers shall upon written request, give the Owner access to all time cards, material invoices, payrolls, estimates, profit and loss statements, and all other direct or indirect costs related to this work.

F. The Contractor shall be responsible for laying out all contract work such as layout of architectural, structural, mechanical and electrical work, which shall be coordinated with layouts of subcontractors for general construction work. The Contractor is also responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by him/her, whether furnished by Contractor or others. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.

G. The Contractor must notify the Construction Representative at least one working day before placing concrete or burying underground utilities, pipelines, etc.

H. Contractors shall prearrange time with the Construction Representative for the interruption of any facility operation. Unless otherwise specified in these documents, all connections, alterations or relocations as well as all other portions of the work will be performed during normal working hours.

I. The Contractor shall coordinate all work so there will not be prolonged interruptions of existing equipment operation. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections necessary for the project, which affect portions of this construction or building or any other building must be scheduled with the Construction Representative to minimize or avoid any disruption of facility operations. In no case, unless previously approved in writing by the Construction Representative, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities either intentionally or accidentally shall not relieve the Contractor responsible for the interruption from the responsibility to repair and restore the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.

J. Contractors shall limit operations and storage of materials to the area within the project, except as necessary to connect to existing utilities, and shall not encroach on neighboring property. The Contractor shall be responsible for repair of their damage to property on or off the project site occurring during construction of project. All such repairs shall be made to the satisfaction of the property owner.

K. Unless otherwise permitted, all materials shall be new and both workmanship and materials shall be of the best quality.

L. Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, and/or install and pay for materials, devices, mechanisms, equipment, all necessary personnel, utilities including, but not limited to water, heat, light and electric power, transportation services, applicable taxes of every nature, and all other facilities necessary for the proper execution and completion of the work.

M. Contractor shall carefully examine the plans and drawings and shall be responsible for the proper fitting of his material, equipment and apparatus into the building.

N. The Contractor or subcontractors shall not overload, or permit others to overload, any part of any structure during the performance of this contract.

O. All temporary shoring, bracing, etc., required for the removal of existing work and/or for the installation of new work shall be included in this contract. The Contractor shall make good, at no cost to the Owner, any damage caused by improper support or failure of shoring in any respect. Each Contractor shall be responsible for shoring required to protect his work or adjacent property and improvements of Owner and shall be responsible for shoring or for giving written notice to adjacent property owners. Shoring shall be removed only after completion of permanent supports.

P. The Contractor shall provide at the proper time such material as is required for support of the work. If openings are required, whether shown on drawings or not, the Contractor shall see that they are properly constructed.

Q. During the performance of work the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences and other devices appropriately located on site which will give proper and understandable warning to all persons of danger of entry onto land, structure or equipment.

R. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials.

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

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

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

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

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

ARTICLE 3.7 -- SUBCONTRACTS

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

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

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

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

ARTICLE 4 -- CHANGES IN THE WORK

4.1 CHANGES IN THE WORK

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

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

C. The amount of any adjustment in this contract price for authorized changes shall be agreed upon

before such changes become effective and shall be determined, through submission of a request for proposal, as follows:

1. By an acceptable fixed price proposal from the Contractor. Breakdowns shall include all takeoff sheets of each Contractor and subcontractor. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
2. By a cost-plus-fixed-fee (time and material) basis with maximum price, total cost not to exceed said maximum. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
3. By unit prices contained in Contractor's original bid form and incorporated in the construction contract.

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

1. The overhead and profit charge by the Contractor and all subcontractors shall be considered to include, but is not limited to: incidental job burdens, small truck (under 1 ton) expense, mileage, small hand tools, warranty costs, company benefits and general office overhead. Project supervision including field supervision and job site office expense shall be considered a part of overhead and profit unless a compensable time extension is granted.
2. The percentages for overhead and profit charged on Contract Changes shall be subject to the following limits: (a) the percentage mark-up for the Contractor shall be limited to the Contractor's fee; (b) fifteen percent (15%) maximum for Work directly performed by employees of a subcontractor, or sub-subcontractor; (c) five percent (5%) maximum for the Work performed or passed through to the Owner by the Contractor; (d) five percent (5%) maximum subcontractor's mark-up for Work performed by a sub-subcontractor and passed through to the Owner by the subcontractor and Contractor; and (e) in no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty-five percent (25%) of the cost of materials, labor and equipment (exclusive of Contractor or any Subcontractor overhead and profit) necessary to put the contract change work in place.
3. The Contractor will be allowed to add the cost of Contractor's payment and performance bonding, builder's risk insurance, and general liability insurance to their cost of work. The above listed bonding and insurance cost shall not exceed 2% and shall be allowed on the total cost of the added work, including overhead and profit.
4. On proposals covering both increases and decreases in the amount of this contract, the application of overhead and profit shall be on the net change in the cost of the work.
5. The percentage(s) for overhead and profit to be credited to the Owner on Contract Changes that are solely decreases in the quantity of work or materials shall be the same as those for additive Contract Changes provided above.

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

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

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

compensation for such emergency work in writing to the Owner's Representative.

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

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

1. The contractor documents that proposed Changes in the work, as provided in Article 4.1, extends construction activities critical to contract completion date, OR
2. The Owner suspends all work for convenience of the Owner as provided in Article 7.3, OR
3. An Owner caused delay extends construction activities critical to contract completion (except as provided elsewhere in these General Conditions). The Contractor is to review the work activities yet to begin and evaluate the possibility of rescheduling the work to minimize the overall project delay.

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

1. Weather-related delays occur, subject to provisions for the inclusion of a specified number of "bad weather" days when provided for in Section 012100-Allowances, OR
2. Labor strikes or acts of God occur, OR
3. The work of the Contractor is delayed on account of conditions which were beyond the control of the Contractor, subcontractors or suppliers, and were not the result of their fault or negligence.

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

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

ARTICLE 5 - CONSTRUCTION AND COMPLETION

ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT

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

1. Contract;
2. Performance/payment bond as described in Article 6.1;
3. Certificates of Insurance, or the actual policies themselves, showing that the Contractor has obtained the insurance coverage required by Article 6.2.
4. Written Affirmative Action Plans as required in Article 1.4.

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

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

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

ARTICLE 5.2 -- PROJECT CONSTRUCTION

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

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

ARTICLE 5.3 -- PROJECT COMPLETION

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

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

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

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

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

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

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

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

C. Final Completion. The Project is finally complete when the Certificate of Substantial Completion has been issued and all work items identified therein as incomplete have been completed, and when all administrative items required by the contract have been completed. Final Completion entitles the Contractor to payment of the outstanding balance of the contract amount including all change orders and retainage. Within five (5) working days of the date of the Certificate of Substantial Completion, the Contractor shall identify the cost to complete any outstanding items of work. The Designer shall review the Contractor's estimate and either approve it or provide an independent estimate for all such items. If the Contractor fails to complete the remaining items within the time specified in the Certificate, the Owner may terminate the contract and go to the surety for project completion in accordance with Article 7.2 or release the contract balance to the Contractor less 150% of the

approved estimate to complete the outstanding items. Upon completion of the outstanding items, when a final cost has been established, any monies remaining shall be paid to the Contractor. Failure to complete items of work does not relieve the Contractor from the obligation to complete the administrative requirements of the contract, such as the provisions of Article 5.3 FAILURE TO COMPLETE ALL ITEMS OF WORK UNDER THE CONTRACT SHALL BE CONSIDERED A DEFAULT AND BE GROUNDS FOR CONTRACT TERMINATION AND DEBARMENT.

D. Liquidated Damages. Contractor agrees that the Owner may deduct from the contract price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in this contract for each work day after the Contract Completion Day on which work is not Substantially Complete. Assessment of Liquidated Damages shall not relieve the Contractor or the surety of any responsibility or obligation under the Contract. In addition, the Owner may, without prejudice to any other rights, claims, or remedies the Owner may have including the right to Liquidated Damages, charge the Contractor for all additional expenses incurred by the Owner and/or Designer as the result of the extended contract period through Final Completion. Additional Expenses shall include but not be limited to the costs of additional inspections.

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

ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

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

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

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

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

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

1. Material has previously been approved through submittal and acceptance of shop drawings conforming to requirements of Article 3.2 of General Conditions.
2. Delivery is made in accordance with the time frame on the approved schedule.
3. Materials, equipment, etc., are properly stored and protected from damage and deterioration and remain so - if not, previously approved amounts will be deleted from subsequent pay applications.
4. The payment request is accompanied by a breakdown identifying the material equipment, etc. in sufficient detail to establish quantity and value.

E. The Contractor shall be allowed to include in the Application and Certification for Payment, one hundred (100%) of the value, subject to retainage,

of major equipment and material stored off the site if all of the following conditions are met:

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

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

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

1. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for the item or items. The cost of corrective action(s) shall be borne by the Contractor.
2. A reasonable doubt that this contract can be completed for the unpaid balance.
3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.
4. Failure of the Contractor to update the construction schedule.

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

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

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

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

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

c) Certified copies of all payrolls

d) As-built drawings

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

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

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

ARTICLE 6 -- INSURANCE AND BONDS

ARTICLE 6.1 -- BOND

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

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

ARTICLE 6.2 – INSURANCE

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

B. Minimum Scope and Extent of Coverage

1. General Liability

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

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

2. Automobile Liability

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

3. Workers' Compensation and Employer's Liability

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

4. Builder's Risk or Installation Floater Insurance

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

to Contractor and Owner as their respective interests may appear.

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

C. Minimum Limits of Insurance

1. General Liability

Contractor

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

2. Automobile Liability

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

3. Workers' Compensation and Employers Liability

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

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

D. Deductibles and Self-Insured Retentions

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

E. Other Insurance Provisions and Requirements

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

1. General Liability

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

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

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

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

2. Automobile Insurance

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

performance of services or the delivery of goods called for by the Contract.

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

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

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

3. Workers' Compensation/Employer's Liability

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

4. All Coverages

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

F. Insurer Qualifications and Acceptability

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

G. Verification of Insurance Coverage

Prior to Owner issuing a Notice to Proceed, the Contractor-shall furnish the Owner with Certificate(s) of Insurance and with any applicable original endorsements evidencing the required insurance coverage. The insurance certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements received by the Owner are subject to review and approval by the Owner. The Owner reserves the right to require certified copies of all required policies at any time. If the scope of this contract will exceed one (1) year - or, if any of Contractor's applicable insurance coverage expires prior to completion of the work or services required under this contract - the Contractor will provide a renewal or replacement certificate before continuing work or services hereunder. If the Contractor fails to provide documentation of required insurance coverage, the Owner may issue a stop work order and no additional contract completion time and/or compensation shall be granted as a result thereof.

ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

ARTICLE 7.1 - FOR SITE CONDITIONS

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

ARTICLE 7.2 - FOR CAUSE

A. Termination or Suspension for Cause:

1. If the Contractor shall file for bankruptcy, or should make a general assignment for the benefit of the creditors, or if a receiver should be appointed on account of insolvency, or if the contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if the contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of this contract, then the Owner may serve notice on the Contractor and the surety setting forth the violations and demanding compliance with this contract. Unless within ten (10) consecutive calendar days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the Owner may suspend the Contractor's right to proceed with the work or terminate this contract.

2. In the event the Owner suspends Contractor's right to proceed with the work or terminates the contract, the Owner may demand that the Contractor's surety take over and complete the work on this contract, after the surety submits a written proposal to the Owner and receives written approval and upon the surety's failure or refusal to do so within ten (10) consecutive calendar days after demand therefore, the Owner may take over the work and prosecute the same to completion by bid or negotiated contract, or the Owner may elect to take possession of and utilize in completing the work such materials, supplies, appliances and plant as may be on the site of the work, and all subcontractors, if the Owner elects, shall be bound to perform their contracts.

B. The Contractor and its surety shall be and remain liable to the Owner for any excess cost or damages occasioned to the Owner as a result of the actions above set forth.

C. The Contractor in the event of such suspension or termination shall not be entitled to receive any further payments under this contract until the work is wholly finished. Then if the unpaid balance under this contract shall exceed all expenses of the Owner as certified by the Director, such excess shall be paid to the Contractor; but, if such expenses shall exceed the unpaid balance as certified by the Director, the Contractor and their surety shall be liable for and shall pay the difference and any damages to the Owner.

D. In exercising Owner's right to secure completion of the work under any of the provisions hereof, the Director shall have the right to exercise Owner's sole discretion as to the manner, methods and reasonableness of costs of completing the work.

E. The rights of the Owner to suspend or terminate as herein provided shall be cumulative and not exclusive and shall be in addition to any other remedy provided by law.

F. The Contractor in the event of such suspension or termination may be declared ineligible for Owner contracts for a minimal period of twelve (12) months. Further, no contract will be awarded to any Contractor who lists in their bid form any subcontractor whose prior performance has contributed, as determined by the Owner, to a breach of a contract. In order to be considered for state-awarded contracts after this period, the Contractor/subcontractor will be required to forward acceptance reports to the Owner regarding successful completion of non-state projects during the intervening twelve (12) months from the date of default. No contracts will be awarded to a subcontractor/Contractor until the ability to perform responsibly in the private sector has been proven to the Owner.

ARTICLE 7.3 -- FOR CONVENIENCE

A. The Owner may terminate or suspend the Contract or any portion of the Work without cause at any time, and at the Owner's convenience. Notification of a termination or suspension shall be in writing and shall be given to the Contractor and their surety. If the Contract is suspended, the notice will contain the anticipated duration of the suspension or the conditions under which work will be permitted to resume. If appropriate, the Contractor will be requested to demobilize and re-mobilize and will be reimbursed time and costs associated with the suspension.

B. Upon receipt of notification, the Contractor shall:

1. Cease operations when directed.

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

3. Place no further subcontracts or orders for material, supplies, services or facilities except as may be necessary to complete the portion of the Contract that has not been terminated. No claim for payment of materials or supplies ordered after the termination date shall be considered.

4. Terminate all existing subcontracts, rentals, material, and equipment orders.

5. Settle all outstanding liabilities arising from termination with subcontractors and suppliers.

6. Transfer title and deliver to the Owner, work in progress, completed work, supplies and other material produced or acquire for the work terminated, and completed or partially completed plans, drawings information and other property that, if the Contract had been completed, would be required to be furnished to the Owner.

C. For termination without cause and at the Owner's convenience, in addition to payment for work completed prior to date of termination, the Contractor may be entitled to payment of other documented costs directly associated with the early termination of the contract. Payment for anticipated profit and unapplied overhead will not be allowed.

SECTION 007300 - SUPPLEMENTARY CONDITIONS

1.0 GENERAL:

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

2.0 CONTACTS:

Designer:
William Carpenter, PE
Structural Engineering Associates
1000 Walnut, Suite 1570
Kansas City, MO 64106
Telephone: 816-595-5634
Email: wcarpenter@seassociates.com

Construction Representative:
Dustin Cooper
Division of Facilities Management, Design and Construction
301 W. High St., Room 730
Jefferson City, MO 65101
Telephone: 573-526-0711
Email: Dustin.Cooper@oa.mo.gov

Project Manager:
Scott Zeller
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
Jefferson City, Missouri 65101
Telephone: 573-751-2668
Email: Scott.Zeller@oa.mo.gov

Contract Specialist:
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.

6.0 LEAD AND ASBESTOS CERTIFICATION REQUIREMENTS:

From SECTION 007213 – GENERAL CONDITIONS, Article 5.4.H.2, ADD receipt of Certification from Contractor meeting the requirements set forth in SECTION 013513.13 – SITE SECURITY AND HEALTH REQUIREMENTS, 3.4., NO ASBESTOS AND NO LEAD CERTIFICATION.

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 080
PETTIS COUNTY

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

Original Signed by
Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$26.51*
Boilermaker	$26.51*
Bricklayer-Stone Mason	$55.70
Carpenter	$54.95
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$26.51*
Plasterer	
Communication Technician	$26.51*
Electrician (Inside Wireman)	$71.03
Electrician Outside Lineman	$26.51*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$26.51*
Glazier	$26.51*
Ironworker	$68.67
Laborer	$26.51*
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$26.51*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$26.51*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	**$41.49**
Plumber	$76.75
Pipe Fitter	
Roofer	$60.63
Sheet Metal Worker	$75.15
Sprinkler Fitter	$66.78
Truck Driver	$26.51*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
PETTIS County

Section 080

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$52.84
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$26.51*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$26.51*
General Laborer	
Skilled Laborer	
Operating Engineer	$26.51*
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$26.51*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME
and
HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

SECTION 011000 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project consists of underpinning of the existing strip footings and spread footings around the perimeter of the building, mud-jacking of select locations of the interior slab-on-grade and miscellaneous CMU re-pointing.

1. Project Location: 1250 Thompson Boulevard, Sedalia, Missouri 65301.

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 February 9, 2024, were prepared for the Project by Structural Engineering Associates, 1000 Walnut Street, Suite 1570, Kansas City, Missouri 64106.

C. The Work consists of underpinning of existing strip and spread footings including excavation to bottom of footings, preparation and footings to receive underpinning and backfill. Also included is removal and replacement of exterior sidewalks and paving and interior slabs-on-grade along with removal and replacement or reinstallation of interior floor finishes as part of the underpinning work. The interior faces of the perimeter CMU walls are to the re-pointed where cracks are present. All openings, including but not limited to windows, doors, vents, conduit are to be re-caulked.

1. The Work includes installation of galvanized grouted micropile systems along with delegated design of such systems.

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

1.3 WORK SEQUENCE

A. The Work will be conducted in **one** phase.

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 caused 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.

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 of the building.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 011000

SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Weather allowances.

C. Related Sections include the following:

1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.

2. Division 1 Section "Unit Prices" for procedures for using unit prices.

1.3 WEATHER ALLOWANCE

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

B. In the event weather conditions preclude performance of critical work activities for 50% or more of the Contractor’s scheduled workday, that day shall be declared unavailable for work due to weather (a “bad weather” day) and charged against the above allowance. Critical work activities will be determined by review of the Contractor’s current progress schedule.

C. The Contractor’s Representative and the Construction Representative shall agree monthly on the number of “bad weather” days to be charged against the allowance. This determination will be documented in writing and be signed by the Contractor and the Construction Representatives. If there is a failure to agree on all or part of the “bad weather” days for a particular month, that disagreement shall be noted on this written document and signed by each party’s representative. Failure of the Contractor’s representative to sign the “bad weather” day documentation after it is presented, with or without the notes of disagreement, shall constitute agreement with the “bad weather” day determination contained in that document.

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

1.4 COORDINATION

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 SCHEDULE OF ALLOWANCES

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

END OF SECTION 012100

SECTION 012200 – UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Quantities of Units to be included in the Base Bid are indicated in Section 004322 – Unit Prices.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Unit Prices.

B. Related Sections include the following:

1. Division 1 Section "Allowances" for procedures for using Unit Prices to adjust quantity allowances.
2. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
3. Division 1 Section "Unit Prices" for procedures for measurement and payment for (see Part 3-Execution).

1.3 DEFINITIONS

A. Unit Price is an amount proposed by bidders, stated in the Repair Schedule on Sheet S-001 and in Specification Section “316400 Micropiles”, a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit Prices include all necessary material plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of Unit Prices. Methods of measurement and payment for Unit Prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of Work in-place that involves use of established Unit Prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A list of Unit Prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each Unit Price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Unit Price No. 1 – Grouted Micropiles:

1. Description: Install Grouted Micropiles according to drawings and specifications.
2. Unit of Measurement: Per Micropile Installed
3. Base Bid Quantity: 83 micropiles

B. Unit Price No. 2 – Micropiles Installation Depth:

1. Description: Install Grouted Micropiles to a design depth of twenty (20) feet below bottom of existing footing according to drawings and specifications.
2. Unit of Measurement: Depth in feet
3. Base Bid Quantity: 20 feet/micropile

C. Unit Price No. 3 – Interior Flooring and Slab-on-Grade Section for Pier Installation:

1. Description: Remove and Replace interior flooring and slab-on-grade section for pier installation according to drawings S-001 and S-300.
2. Unit of Measurement: Per square foot
3. Base Bid Quantity: 136 Square feet (total for all locations)

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

A. Definition: An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. The cost for each alternate is the net addition to the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

B. No additional time will be allowed for alternate work unless the number of work days is so stated on the bid form.

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate the Alternate Work into the Project.

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

B. Notification: The award of the Contract will indicate whether alternates have been accepted or rejected.

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

D. Schedule: A “Schedule of Alternates” is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate 1 – Paint the entire exterior of the CMU wall surfaces after repointing has been completed. Apply primer and finish coats to wall surfaces and any other locations damaged by

construction activities. Paint to match existing in type, color, and texture. Reference drawings S-205, S-206, S-207, S-208 and specification 099100.

B. Alternate 2 – Paint the entire interior of rooms where CMU repointing is performed. Apply primer and finish coats. Paint to match existing in type, color, and texture. Reference drawing S-102 and specification 099100.

END OF SECTION 012300

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract Modifications.

B. Related Sections include the following:

1. Division 1, Section 012100 "Allowances" for procedural requirements for handling and processing Allowances.
2. Division 1, Section 012200 "Unit Prices" for administrative requirements for using Unit Prices.
3. Division 1, Section 013115 “Project Management Communications” for administrative requirements for communications.
4. Division 0, Section 007213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.
5. Division 0, Section 007213, Article 4.0 "Changes in the Work" for Change Order requirements.

1.3 REQUESTS FOR INFORMATION

A. In the event that the Contractor or Subcontractor, at any tier, determines that some portion of the Drawings, Specifications, or other Contract Documents requires clarification or interpretation, the Contractor shall submit a “Request for Information” (RFI) in writing to the Designer. A RFI may only be submitted by the Contractor and shall only be submitted on the RFI forms provided by the Owner. The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed. In the RFI, the Contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.

B. Responses to RFI shall be issued within ten (10) working days of receipt of the Request from the Contractor unless the Designer determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Designer, the Designer will, within five (5) working days of receipt of the request, notify the Contractor of the anticipated response time. If the Contactor submits a RFI on a time sensitive activity on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Designer to respond to the request provided that the Designer responds within the ten (10) working days set forth above.

C. Responses from the Designer will not change any requirement of the Contract Documents. In the event the Contractor believes that a response to a RFI will cause a change to the requirements of the Contract Document, the Contractor shall give written

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

1.4 MINOR CHANGES IN THE WORK

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

1.5 PROPOSAL REQUESTS

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

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

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

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

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

1.6 CHANGE ORDER PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013100 – COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Projects including, but not limited to, the following:

1. Coordination Drawings.
2. Administrative and supervisory personnel.
3. Project meetings.

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

C. Related Sections include the following:

1. Division 1, Section 013200 "Schedules" for preparing and submitting Contractor's Construction Schedule.
2. Articles 1.8.B and 1.8.C of Section 007213 "General Conditions" for coordinating meetings onsite.
3. Article 5.4.H of Section 007213 "General Conditions" for coordinating Closeout of the Contract.

1.3 COORDINATION

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

B. Coordination: Each Contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each Contractor shall coordinate its operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other Contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required

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

C. Prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate Contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other Contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Startup and adjustment of systems.
8. Project Closeout activities.

E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

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

B. Key Personnel Names: Within fifteen (15) work days of starting construction operations, submit a list of key personnel assignments including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.5 PROJECT MEETINGS

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

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

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

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

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

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

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

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:

    a. Contract Documents

    b. Options

    c. Related RFIs

    d. Related Change Orders

    e. Purchases

    f. Deliveries

    g. Submittals

    h. Review of mockups

    i. Possible conflicts

    j. Compatibility problems

    k. Time schedules

    l. Weather limitations

    m. Manufacturer's written recommendations

    n. Warranty requirements

    o. Compatibility of materials

    p. Acceptability of substrates

    q. Temporary facilities and controls

    r. Space and access limitations

    s. Regulations of authorities having jurisdiction

    t. Testing and inspecting requirements

u. Installation procedures

v. Coordination with other Work

w. Required performance results

x. Protection of adjacent Work

y. Protection of construction and personnel

3. Contractor shall record significant conference discussions, agreements, and disagreements including required corrective measures and actions.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

6. Revise paragraph below if Project requires holding progress meetings at different intervals. Insert special intervals such as "every third Tuesday" to suit special circumstances.

7. Project name

8. Name and address of Contractor

9. Name and address of Designer

10. RFI number including RFIs that were dropped and not submitted

11. RFI description

12. Date the RFI was submitted

13. Date Designer's response was received

14. Identification of related DSI or Proposal Request, as appropriate

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013115 - PROJECT MANAGEMENT COMMUNICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Division 1, Section 013300 - Submittals

C. Division 1, Section 012600 – Contract Modification Procedures

1.2 SUMMARY

A. Project Management Communications: The Contractor shall use the Internet web based project management communications tool, E-Builder® ASP software, and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
   1. Project management communications is available through E-Builder® as provided by "e-Builder®" in the form and manner required by the Owner.
   2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited

B. Support: E-Builder® will provide on-going support through on-line help files.

C. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.

D. Purpose: The intent of using E-Builder® is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files

E. Authorized Users: Access to the web site will be by individuals who are authorized users.
   1. Individuals shall complete the E-Builder New Company/User Request Form located at the following web site: https://oa.mo.gov/facilities/vendor-links/contractor-forms.

Completed forms shall be emailed to the following email address: OA.FMDCE-BuilderSupport@oa.mo.gov.

2. Authorized users will be contacted directly and assigned a temporary user password.
3. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.

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

G. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using E-Builder® to send messages. Communication functions are as follows:
1. Document Integrity and Revisions:
   a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
   b. The system shall make it easy to identify revised or superseded documents and their predecessors.
   c. Server or Client side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.
2. Document Security:
   a. The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties communication except for Administrative Users. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!
3. Document Integration:
   a. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.
4. Reporting:
   a. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.
5. Notifications and Distribution:
   a. Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document distribution to parties outside of the project communication system shall be

accomplished by secure email of outgoing documents and attachments, readable by a standard email client.

6. Required Document Types:
    a. RFI, Request for Information.
    b. Submittals, including record numbering by drawing and specification section.
    c. Transmittals, including record of documents and materials delivered in hard copy.
    d. Meeting Minutes.
    e. Application for Payments (Draft or Pencil).
    f. Review Comments.
    g. Field Reports.
    h. Construction Photographs.
    i. Drawings.
    j. Supplemental Sketches.
    k. Schedules.
    l. Specifications.
    m. Request for Proposals
    n. Designer's Supplemental Instructions
    o. Punch Lists

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

I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:

1. Providing suitable computer systems for each licensed user at the users normal work location[1] with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
2. Each of the above referenced computer systems shall have the following minimum system[2] and software requirements:
    a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
        1) Operating System: Windows XP or newer
        2) Internet Browser: Internet Explorer 6.01SP2+ (Recommend IE7.0+)
        3) Minimum Recommend Connection Speed: 256K or above
        4) Processor Speed: 1 Gigahertz and above
        5) RAM: 512 mb
        6) Operating system and software shall be properly licensed.
        7) Internet Explorer version 7 (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.
        8) Adobe Acrobat Reader (current version is a free distribution for download).
        9) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION 013115

[1] The normal work location is the place where the user is assigned for more than one-half of his time working on this project.
[2] The minimum system herein will not be sufficient for many tasks and may not be able to process all documents and files stored in the E-Builder® Documents area.

SECTION 013200 – SCHEDULE – BAR CHART

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS – (Not Applicable)

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

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

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

   a. O&M's (Owner's Manual)

      1) $1,000,000.00 (One million) and under – 2% of the total contract amount

      2) Over $1,000,000.00 (One million) – 1% of the total contract amount

   b. Close Out Documents

      1) $1,000,000.00 (One million) and under – 2% of the total contract amount

      2) Over $1,000,000.00 (One million) – 1% of the total contract amount

   c. General Conditions

      1) No more than 10%

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

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

3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

A. Bar-Chart Schedule: The Contractor shall prepare a comprehensive, fully developed, horizontal bar chart-type Contractor's Construction Schedule. The Contractor for general construction shall prepare the Construction Schedule for the entire Project. The Schedule shall show the percentage of work to be completed at any time, anticipated monthly payments by Owner, as well as significant dates (such as completion of excavation, concrete foundation work, underground lines, superstructure, rough-ins, enclosure, hanging of fixtures, etc.) which shall serve as check points to determine compliance with the approved Schedule. The Schedule shall also include an activity for the number of "bad" weather days specified in Section 012100 – Allowances.

1. The Contractor shall provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week.

    a. If practical, use the same Schedule of Values breakdown for schedule time bars.

2. The Contractor shall provide a base activity time bar showing duration for each construction activity. Each bar is to indicate start and completion dates for the activity. The Contractor is to place a contrasting bar below each original schedule activity time for indicating actual progress and planned remaining duration for the activity.

3. The Contractor shall prepare the Schedule on a minimal number of separate sheets to readily show the data for the entire construction period.

4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on schedule with other construction activities. Include minor elements involved in the overall sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.

5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other required schedules and reports.

6. Indicate the Intent to Award and the Contract Substantial Completion dates on the schedule.

B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the following:

1. Requirement for Phased completion

2. Work by separate Contractors

3. Work by the Owner

4. Pre-purchased materials

5. Coordination with existing construction

6. Limitations of continued occupancies

7. Un-interruptible services
8. Partial Occupancy prior to Substantial Completion
9. Site restrictions
10. Provisions for future construction
11. Seasonal variations
12. Environmental control

C. Work Stages: Use crosshatched bars to indicate important stages of construction for each major portion of the Work. Such stages include, but are not necessarily limited to, the following:

1. Subcontract awards
2. Submittals
3. Purchases
4. Mockups
5. Fabrication
6. Sample testing
7. Deliveries
8. Installation
9. Testing
10. Adjusting
11. Curing
12. Startup and placement into final use and operation

D. Area Separations: Provide a separate time bar to identify each major area of construction for each major portion of the Work. For the purposes of this Article, a "major area" is a story of construction, a separate building, or a similar significant construction element.

1. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    a. Structural completion.
    b. Permanent space enclosure
    c. Completion of mechanical installation
    d. Completion of the electrical portion of the Work
    e. Substantial Completion

3.3 SCHEDULE OF SUBMITTALS

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

B. Prepare the schedule in chronological order. Provide the following information

1. Scheduled date for the first submittal
2. Related Section number
3. Submittal category
4. Name of the Subcontractor
5. Description of the part of the Work covered
6. Scheduled date for resubmittal
7. Scheduled date for the Designer's final release or approval

C. Distribution: Following the Designer's response to the initial submittal schedule, print and distribute copies to the Designer, Owner, subcontractors, and other parties required to comply with submittal dates indicated.

1. Post copies in the Project meeting room and temporary field office.
2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned part of the Work and are no longer involved in construction activities.

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

3.4 SCHEDULE OF INSPECTIONS AND TESTS

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

B. Form: This schedule shall be in tabular form and shall include, but not be limited to, the following:

1. Specification Section number
2. Description of the test
3. Identification of applicable standards
4. Identification of test methods
5. Number of tests required
6. Time schedule or time span for tests
7. Entity responsible for performing tests
8. Requirements for taking samples
9. Unique characteristics of each service

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

END OF SECTION 013200

SECTION 013300 – SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

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

1.2 SUMMARY

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

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

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

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

C. The Contractor is obliged and responsible to check all shop drawings and schedules to assure compliance with contract plans and specifications. The Contractor is responsible for the content of the shop drawings and coordination with other contract work. Shop drawings and schedules shall indicate, in detail, all parts of an Item or Work including erection and setting instructions and integration with the Work of other trades.

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

1.3 SUBMITTAL PROCEDURES

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

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

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

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

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

1. Date of Submission

2. Name of Project

3. Location

4. Section Number of Specification

5. State Project Number

6. Name of Submitting Contractor

7. Name of Subcontractor

8. Indicate if Item is submitted as specified or as a substitution

1.4 SHOP DRAWINGS

A. Comply with the General Conditions, Article 3.2.

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

C. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings including the following information:

1. Dimensions

2. Identification of products and materials included by sheet and detail number

3. Compliance with specified standards

4. Notation of coordination requirements

5. Notation of dimensions established by field measurement

6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8½"x11" but no larger than 36"x48".

1.5 PRODUCT DATA

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

B. The Contractor shall collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information including the following information:

   a. Manufacturer's printed recommendations

   b. Compliance with Trade Association standards

   c. Compliance with recognized Testing Agency standards

   d. Application of Testing Agency labels and seals

   e. Notation of dimensions verified by field measurement

   f. Notation of coordination requirements

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

1.6 SAMPLES

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

B. The Contractor shall submit full-size, fully fabricated samples, cured and finished as specified, and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

1. The Contractor shall mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Designer's sample including the following:

   a. Specification Section number and reference

   b. Generic description of the Sample

   c. Sample source

   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
013100	Coordination Drawings	Shop Drawings
013100	Key Personnel Names	List of Subcontractors
013200	Schedules	Construction Schedule
013200	Schedule	Schedule of Values List
013200	Schedules	of Subcontractors
015723	Stormwater Pollution Prevention Plan	Construction Schedule
033000	Portland Cement	Product Data
033000	Fly Ash	Product Data
033000	Slag Cement	Product Data
033000	Blended Hydraulic Cement	Product Data
033000	Silica Fume	Product Data
033000	Performance-based Hydraulic	Product Data
033000	Cement Aggregates	Product Data
033000	Admixtures	Product Data
033000	Vapor Retarders	Product Data
033000	Curing Materials	Product Data
033000	Joint Fillers	Product Data
033000	Repair Materials	Product Data
033000	Design Mixtures	Test Report
033000	Qualification Data - Installer	Certification
033000	Qualification Data - Testing Agency	Certification
033000	Cementitious Materials	Certification
033000	Admixtures	Certification
033000	Curing Compounds	Certification
033000	Vapor Retarders	Test Report
033000	Portland Cement	Test Report

SPEC SECTION	TITLE	CATEGORY
033000	Fly Ash	Test Report
033000	Slag Cement	Test Report
033000	Silica Fume	Test Report
033000	Aggregates	Test Report
033000	Admixtures	Test Report
033000	Floor Surface Flatness Measurements	Test Report
033300	Sheet Vapor Retarder/Termite Barrier	Test Report
033000	Preconstruction Mix Design	Test Report
033000	Field Quality Control	Test Report
036000	Sequence of Work	Construction Schedule
036000	Description of Work Tasks/Proposed Equipment	Construction Schedule
036000	Polyurethane Material	Product Data
036000	Record Results Documentation	Test Report
316400	Plans, Details	Product Data
316400	Structural Calculations	Product Data
316400	Equipment Data	Product Data
316400	Mill Test Reports	Test Report
316400	Grout Mix Design	Product Data
316400	Test Piles	Test Report
316400	Test Jack Calibration Report	Test Report
316400	Pressure Gauge Calibration Report	Test Report
316400	Master Pressure Gauge Calibration Report	Test Report
316400	Installation Reports	Test Report
316400	Pile Load Test	Test Report
099100	Product Data	Product Data
099100	Samples	Sample
028213	State of Missouri Registration	Certification
028213	Removal Schedule	Construction Schedule
028213	Disposal Site Certification	Certification
028213	Agency Notification	Certification
028213	Landfill Receipts	Test Report
028213	Waste Shipment Record	Test Report
049200	Installer Experience	Certification
049200	Superintendent Experience	Certification
049200	Product Data	Product Data
049200	Mortar Joints	Sample
049200	Renovation Anchors	Sample

END OF SECTION 013300

SECTION 013513.13 - SITE SECURITY AND HEALTH REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUBMITTALS

A. List of required submittals:

1. Materials Safety Data Sheets for all hazardous materials to be brought onsite.
2. Schedule of proposed shutdowns, if applicable.
3. A list of the names of all employees who will submit fingerprints for a background check, and the signed privacy documents identified below for each employee.
4. "No Asbestos and No Lead" certification.
5. Drug testing program and certification.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 ACCESS TO THE SITE

A. The Contractor shall arrange with Facility Representatives to establish procedures for the controlled entry of workers and materials into the work areas at the Facility.

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

C. The Contractor shall provide the name and phone number of the Contractor's employee or agent who is in charge onsite; this individual must be able to be contacted in case of emergency. The Contractor must be able to furnish names and address of all employees upon request.

3.2 RULES OF THE FACILITY

A. No alcohol, drugs, guns, or other weapons are permitted anywhere at the Facility (i.e., inside or outside buildings, or anywhere on school grounds); violators will be referred to local law enforcement for prosecution.

B. No tobacco or smoking products may be used anywhere at the Facility.

C. Sexual harassment, offensive or fraternizing behavior, or foul language around or towards students or staff will not be tolerated. Violations by workers will result in one warning from the Facility Representative. Subsequent infractions will require permanent ejection of offending worker(s) from the jobsite, with no change to the contract schedule or additional cost to the State.

D. The Contractor shall consider the safety of the Facility's students at all times, and shall maintain excavations, scaffolding/ladders, equipment, tools, and materials in as safe a manner as possible during and after working hours.

E. Vehicles should be locked and parked in areas designated by the Facility Representative.

F. Neither the Owner nor DESE assumes responsibility for the Contractor's vehicles, equipment, tools, or materials.

G. The Contractor shall coordinate and communicate planned daily work activities with the Facility Representative at least two (2) working days in advance. This will allow time for the Facility Representative to consider temporarily relocating special education students whose health could be adversely affected by loud noises, chemical odors, temperature extremes, etc.

3.3 SECURITY CLEARANCES AND RESTRICTIONS

A. FMDC CONTRACTOR BACKGROUND AND ID BADGE PROCESS

1. All employees of an OA/FDMC contractor (or subcontractor performing work under an OA/FMDC contract) are required to submit a fingerprint check through the Missouri State Highway Patrol (MSHP) and the FBI enabling OA/FMDC to obtain state and national criminal background checks on the employees, unless stated otherwise in the Contractor's contract.
2. FMDC reserves the right to prohibit any employee of the Contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.
3. The Contractor shall ensure all of its employees submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. The Contractor shall submit to FMDC via email to FMDCSecurity@oa.mo.gov a list of the names of the Contractor's employees who will be fingerprinted and a signed OA/FMDC Authorization for Release of Information Confidentiality Oath for each employee. All employees of the Contractor approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site, unless the Director of FMDC, at the Director's discretion, waives the requirement for a contractor ID badge. The Contractor and its employees must comply with the process for background checks and contractor ID badges found on FMDC's website at: https://oa.mo.gov/facilities/facilities-operations/security-information/fmdc-contractor-background-and-id-badge
4. Fingerprints and Authorization for Release of Information Confidentiality Oath form are valid for one (1) year and must be renewed annually. Changing or adding locations may result in additional required documentation. Certain employees may be required to be fingerprinted more frequently. OA/FMDC reserves the right to request additional background checks at any time for any reason.
5. The Contractor shall notify FMDC via email to FMDCSecurity@oa.mo.gov within 48 hours of anyone severing employment with their company.

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 NO ASBESTOS AND NO LEAD CERTIFICATION REQUIREMENTS

A. No asbestos containing material (1.0% asbestos by dry weight) or lead containing material (0.06% or 600ppm/10,000ppm lead by dry weight) shall be included in any project submittals or physically installed during construction work on this project.

B. USEPA regulations exclude local education agencies (i.e., DESE MSB, MSD, & SSSH) from the requirements of inspection, sampling, and analysis of homogenous areas that have been newly constructed or repaired/replaced in special education school buildings; where an Architect or Project Engineer responsible for the construction, or an Accredited Inspector,

provides a signed statement that no asbestos (or lead) was specified, or used, as a building material (or system component) in any project construction documents, or physically installed as part of the project work. It is recommended that the Contractor research each material/component used on the job to verify that it contains no asbestos or lead (i.e., look at manufacturer's cut-sheet specifications, Material Safety Data Sheets, DOT shipping classification, or even contact the manufacturer for their verification); then, the Contractor should write on each project submittal: "To the best of my knowledge, items covered by this submittal contain no asbestos or lead containing material".

C. Contractor Certification Requirement

1. Prior to final payment, the Contractor shall submit a signed letter on company letterhead certifying that, to the best of its knowledge, no asbestos or lead containing materials were used or installed during the work. The Contractor shall address the letter to the Service Level Manager/ Designated Person for FMDC, at P.O. Box 809, Jefferson City, MO 65102, and (if applicable) to the Architect or Project Engineer. The letter shall reference the Site/Facility Name, Project Number, Project Title, and shall include the following statement:
2. "The Contractor certifies, to the best of its knowledge, that no asbestos containing material (1.0% asbestos by dry weight) or lead containing material (0.06% or 600ppm/10,000ppm lead by dry weight) was included in any project submittals or physically installed during construction work on this project. Contractor agrees to pay all costs incurred by the Owner discovering, abating, and/or restoring any component or portion of the work that is later found to include an asbestos or lead containing material in excess of these limitations."

D. Architect or Project Engineer Certification

1. As part of the final as-built/close-out document submittal requirements, it is requested that the Project Architect or Engineer (or Accredited Inspector as a last resort) responsible for design and submittal approval, submit a signed letter on company letterhead that references the Site/Facility Name, Project Number, Project Title, and includes the following statement:
2. "As the Designer, or Accredited Inspector, I certify, to the best of my knowledge, that no asbestos containing material (1.0% asbestos by dry weight) or lead containing material (0.06%, or, 600ppm/10,000ppm lead by dry weight) was specified in the construction documents, or approved for installation by the Contractor during construction work, on this project."

3.6 DRUG & ALCOHOL TESTING PROGRAM CONTRACTUAL REQUIREMENT (1 CSR 30-7.010)

A. BASIS AND LEGAL REQUIREMENTS

1. In an effort to create safe and healthy schools and workplaces, the State of Missouri requires that Contractors and Subcontractors shall maintain and enforce a written substance abuse testing program for public works construction projects on public and charter elementary and secondary education construction projects that are subject to the control of the State of Missouri. This policy is not intended to be a substitute for the Contractor's or Subcontractor's complete written substance abuse policy. These

requirements shall be the minimum requirements for complying with Section 161.371, RSMo, and may be supplemented at the discretion of the Contractor or Subcontractor.

2. The State of Missouri has a vital interest in protecting the safety of students and maintaining safe, healthful, and efficient working conditions for both the state and its' Contractors' and Subcontractors' employees; and has determined that the educational and work environment is safer and more productive without the presence of illegal or inappropriate drugs, alcohol, or other substances in the body or on state property on which any state elementary or secondary school is located or being constructed or improved.
3. The use of illegal drugs, on or off duty, is inconsistent with law-abiding behavior expected of all persons. The use of illegal drugs, or abuse of alcohol or prescription drugs, may impair the ability of employees to perform tasks that are critical to proper work performance. The result is an increase in accidents and failures that pose a serious threat to the safety of all students, employees, visitors and the general public. Impaired employees also tend to be less productive, less reliable and prone to greater absenteeism, resulting in the potential for increased cost and delays in the timely completion of contracts.

B. CONTRACTUAL REQUIREMENTS

1. Each contract entered into for the performance of work on any public and charter elementary or secondary project subject to the control of the State of Missouri shall require that each Contractor and each Subcontractor have in place a drug and alcohol testing program consistent with this rule. These contractual requirements shall apply to Contractor and Subcontractor employees on public and charter elementary and secondary education construction projects that are subject to the control of the State of Missouri, including workers, new hires, replacements, and supervisory personnel. The Contractor and all Subcontractors shall comply with this contractual requirement. The State of Missouri shall determine, in its sole discretion, when this contractual requirement shall be applicable; and in such instances, any bid submitted in response to a request for proposal shall comply with this contractual requirement.
2. In order to be eligible to perform work on public and charter elementary and secondary education construction projects that are subject to the control by the State of Missouri, a Contractor must have and enforce a written drug and alcohol testing program incorporating the following testing requirements, terms and conditions applicable to all its employees, prospective employees and Subcontractors. Neither employee nor prospective employee of a Contractor or Subcontractor shall be permitted to work on public and charter elementary and secondary education construction projects that are subject to this rule unless such employee submits to testing as required by the contractual requirement required by this rule.
3. Each Contractor and Subcontractor subject to this rule shall train its' supervisory employees in methods that will allow them to recognize the signs and symptoms of substance abuse and to take action provided by this contractual requirement in a manner consistent with generally accepted safety training procedures.
4. Each Contractor and Subcontractor subject to this rule is responsible for the cost of developing, implementing, and enforcing its drug and alcohol testing program, including the cost of drug and alcohol testing of its employees provided by the contractual requirement required by this rule.
5. Each Contractor shall furnish a copy of its drug and alcohol testing program and certify that it and its' Subcontractors are in compliance with the provisions of this rule to the State of Missouri at the time it submits a bid for any contract with the State of Missouri

for work on public and charter elementary and secondary education construction projects that are subject to the control of the State of Missouri. Additionally, each Subcontractor shall furnish a copy of its substance abuse testing program to the Contractor prior to commencement of work on public and charter elementary and secondary education construction projects that are subject to this contractual requirement. The Contractor may reject a Subcontractor's program as noncompliant with the contractual requirement required by this rule.

C. TESTING REQUIREMENTS

1. PRE-ENGAGEMENT TESTING: Testing for all substances other than alcohol as described in this rule shall be conducted by each Contractor and Subcontractor for its employees or prospective employees within 120 days prior to any employee's appearance on a public and charter elementary and secondary education construction project that is subject to this contractual requirement. Contractors' or Subcontractors' employees that can provide certification of a previous drug test occurring within 120 days or employees that have been subject during the preceding consecutive two (2) years to a random and periodic selection program that meets the standards as set forth in this rule and, if the employee actually has been tested, that indicates a negative result for each of the substances listed herein, may be exempted from pre-engagement testing provided by this rule. If the employee was not employed by the Contractor or Subcontractor that is his or her current employer at the time of the previous test, the employee may be exempted from pre-engagement testing only upon certification of the non-negative test directly from the administrator of the testing program that conducted the previous test.
2. RANDOM TESTING: All employees of the Contractor and Subcontractor shall be subject to random testing by the Contractor or Subcontractor. For employees holding a commercial driver license, the annualized drug and alcohol testing rate shall comply with 49 CFR Part 382, as may be amended from time to time and similar applicable regulations of the Federal Highway Administration. All other employees of the Contractor or Subcontractor shall be subject to testing for all substances other than alcohol at the random annualized selection rate of fifty (50) percent of the Contractor's or Subcontractor's employees. Employees selected for random testing shall report in a timely manner to the drug and alcohol testing laboratory or collection site where directed for drug and/or alcohol testing.
3. PERIODIC TESTING: All employees working on public and charter elementary and secondary education construction projects that are subject to this rule shall be subject to periodic and random testing for all substances other than alcohol on at least a biannual basis. Employees subject to periodic testing shall report in a timely manner as directed to the drug and alcohol testing laboratory or collection site for drug testing.
4. REASONABLE SUSPICION TESTING: All employees of the Contractor and Subcontractor on public and charter elementary and secondary education construction projects that are subject to this rule shall be subject to a drug and alcohol test when an employee is acting in an abnormal manner that leads a supervisory employee of the Contractor or Subcontractor to have reasonable suspicion that the employee is under the influence of alcohol or controlled substances. Reasonable suspicion means suspicion based on specific personal observations by the supervisory employee concerning the appearance, behavior, speech or breath odor of the employee.
5. POST-ACCIDENT/INCIDENT TESTING: All employees of Contractors and Subcontractors on public and charter elementary and secondary education construction projects who are subject to this rule shall be subject to a drug and alcohol test following an on-the-job injury requiring medical treatment or following a serious or potentially

serious incident, including near misses, during which safety precautions were violated, persons were or could have been injured, unsafe instructions or orders were given, vehicles, equipment, or property was damaged, careless acts were performed, or when prescribed personal protective or safety equipment was not worn. Employees involved or who may have contributed to the incident, shall be subject to a drug and alcohol test. If it is impossible or impractical, because of the physical condition of the person involved in the accident to be subjected to drug and alcohol testing; and if in subsequent medical treatment, that person's blood or other bodily fluid will be drawn, then that blood or other bodily fluids may be analyzed for drugs and alcohol.

D. SUBSTANCE ABUSE TESTING PROTOCOLS

1. A Contractor or Subcontractor subject to the provisions of this rule shall perform pre-engagement, random, periodic, reasonable suspicion, and post-accident/incident testing in the following manner:

    a. Drug Testing

        1) All urine samples collected under this program shall be analyzed by a laboratory certified by the National Institute on Drug Abuse/Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services and shall include an initial Enzyme Multiplied Immunoassay Screening Test (EMIT) and, when necessary, confirmed by a Gas Chromatography /Mass Spectrometry (GC/MS) confirmation test. All samples confirmed by the laboratory as non-negative shall be interpreted as positive or negative by a Medical Review Officer licensed by the American Association of Medical Review Officers, American College of Occupational and Environmental Medicine, Medical Review Officer Certification Council, or American Society of Addiction Medicine.

    b. Alcohol Testing

        1) The initial screening tests for alcohol shall be performed by using either a saliva test or a DOT approved breathalyzer.
        2) Alcohol confirmatory tests shall be performed by either a blood alcohol test or a DOT approved breathalyzer.

2. Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens shall be conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.
3. The program shall require notification to the employer and employee of the results of any non-negative drug and alcohol test and the Division of Facilities Management, Design and Construction shall be notified of the action taken to protect the safety of students as a result of such positive test, provided that no requirement of individual confidentiality of test results provided by federal law or regulation or state statute shall be violated in providing such notifications.

E. THRESHOLD LIMITS

1. All samples collected shall be analyzed by a laboratory certified by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services, and shall include an initial Enzyme Multiplied Immunoassay Screening Test (EMIT) and, when necessary, confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation Test. Said testing must screen, at a minimum, for the substances and levels of such substances provided by 49 CFR Part 40 and for alcohol as provided by 49 CFR Part 382, as may be amended from time to time. The levels that shall be deemed to result in a negative test result shall be defined by 49 CFR Part 40 and 49 CFR Part 382, as may be amended from time to time; provided that if such regulations shall no longer define substances and testing levels in the future, testing as required by this rule shall screen for the following substances that shall not exceed the following levels in order to be deemed a negative test result:

F. (EMIT) CONFIRMED/(GC/MS) CONFIRMATION TEST:

1. Drug tested/ Initial Level(ng/ml)/ Cut-Off Level(ng/ml)

    a. Amphetamines/500/250 - Includes Amphetamines, Methamphetamines and Ecstasy (MDMA)
    b. Barbiturates/300/200
    c. Benzodiazepines/300/200
    d. Cocaine Metabolite/150/100
    e. Cannabinoids (Marijuana THC)/50/15
    f. Methadone/300/200
    g. Opiates:

        1) Codeine/Morphine/2000/2000
        2) Heroine Metabolite/10/10
        3) Phencyclidine (PCP)/25/25
        4) Propoxyphene/300/200
        5) Breath/Blood Alcohol Content (BAC)/.04%/.04%
        6) Removal from jobsite (BAC)/.0200-.0399%/.0200%-.0399%

G. REFUSAL TO SUBMIT TO TESTING/CONFIRMED POSITIVE RESULTS

1. Any employee of a Contractor or Subcontractor performing any duties or work that are subject to this rule who refuses to submit to testing or receives a confirmed positive test result for any of the substances indicated in Section E shall be required to immediately leave the construction site and be prohibited from returning to any construction site subject to control of the State of Missouri until evidence is provided of the completion of the reinstatement procedures as set forth in section G.
2. Determination for Violation of Policy

    a. A confirmed positive drug or alcohol test.
    b. Failure to contact the Medical Review Officer as directed.
    c. Failure to report as directed for random testing.
    d. The use, possession, sale or distribution of alcohol or a controlled illegal or unauthorized substance, or the presence of any employee with such ingested substances for non-medical reasons on a public and charter elementary and secondary education construction project subject to the control of the State of Missouri.

e. Working, reporting to work, being on a public and charter elementary and secondary education construction project that is subject to the control of the State of Missouri, or in a state or employer owned, leased or rented vehicle, while under the influence of alcohol (0.04% BAC or greater).
f. Switching, adulterating or attempting to tamper with any sample submitted for drug or alcohol testing or otherwise interfering or attempting to interfere with the testing process.
g. Refusal to submit a specimen for testing shall be deemed to be a positive test result and shall be subject to the same consequences as specimens tested and confirmed as positive.
h. The use of a controlled substance by an individual other than the individual for whom the controlled substance was prescribed or the abuse of a controlled substance by the individual for whom it was prescribed.

H. REINSTATEMENT PROCEDURES

1. An employee receiving a confirmed positive test result for any of the substances indicated in Section 5 may return to work on a public and charter elementary and secondary education construction project that is subject to the control of the State of Missouri only after the following conditions have been satisfied:
2. Evidence is submitted to the Contractor or Subcontractor that the employee has completed or is actively participating in an approved drug/alcohol assessment, treatment, and/or counseling program. The costs of this assessment, treatment or program need not be borne by the Contractor or Subcontractor.
3. Evidence is submitted of the employee passing of a drug and alcohol test that meets the requirements of Sections E and F of this rule. The costs of this subsequent retesting need not be borne by the Contractor or Subcontractor.
4. The employee shall be subject to additional random drug and alcohol testing on a monthly basis while on any public and charter elementary and secondary education construction project that is subject to the control of the State of Missouri. The costs of this additional testing, treatment or program need not be borne by the Contractor or Subcontractor.
5. An employee known by the Contractor or Subcontractor to have previously had a positive test result who receives a second or subsequent confirmed positive test result in connection with subsequent testing required by this Section H of this rule shall be removed by the Contractor or Subcontractor from all public and charter elementary and secondary education construction projects that are subject to the control of the State of Missouri. The employee shall not return to work on any public and charter elementary and secondary education construction project subject to this rule until that the employee has completed an approved drug/alcohol assessment, treatment, and/or counseling program; and until after evidence is submitted of the employee passing of a drug and alcohol test that meets the requirements of sections E and F of this rule and that indicates a blood alcohol concentration of less than 0.02 percent.

I. COMPLIANCE DETERMINATION

1. The State of Missouri may audit any substance abuse testing program implemented pursuant to this contractual requirement to verify compliance, upon at least 24 hours notice by the State to the Contractor of its intent to audit. The State shall have free access to all relevant records of the Contractor and its Subcontractors for this purpose.
2. Any portion of this program that is in violation of applicable federal or state law or

regulation shall be deemed unenforceable.

3.7 DISRUPTION OF UTILITIES

A. The Contractor shall give a minimum of 72 hours written notice to the Construction Representative and Facility Representative before disconnecting electric, gas, water, fire protection, or sewer service to any building.

B. The contractor shall give a minimum of 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 PROTECTION OF PERSONS AND PROPERTY

A. SAFETY PRECAUTIONS AND PROGRAMS

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

B. SAFETY OF PERSONS AND PROPERTY

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

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

2. The Contractor shall give notices and comply with applicable laws, standards, codes, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.
5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, and for which the Contractor is responsible under this Section, except damage or loss attributable solely to acts or omissions of Owner or the Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations stated elsewhere in the Contract.
6. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents, and the maintaining, enforcing and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner's Representative and Architect. The Contractor shall hold regularly scheduled safety meetings to instruct Contractor personnel on safety practices, accident avoidance and prevention, and the Project Safety Program. The Contractor shall furnish safety equipment and enforce the use of such equipment by its employees and its subcontractors of any tier.
7. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
8. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work which cause death, lost time injury, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately.
9. The Contractor shall promptly notify in writing to the Owner of any claims for injury or damage to personal property related to the work, either by or against the Contractor.
10. The Owner assumes no responsibility or liability for the physical condition or safety of the Work site or any improvements located on the Work site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The

Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time concerning any failure by the Contractor or any Subcontractor to comply with the requirements of this Paragraph.

11. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.
12. The Contractor shall maintain at his own cost and expense, adequate, safe and sufficient walkways, platforms, scaffolds, ladders, hoists and all necessary, proper, and adequate equipment, apparatus, and appliances useful in carrying on the Work and which are necessary to make the place of Work safe and free from avoidable danger for clients, staff, the public and construction personnel, and as may be required by safety provisions of applicable laws, ordinances, rules regulations and building and construction codes.

END OF SECTION 013513.13

SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

B. Temporary utilities include, but are not limited to, the following:

1. Water service and distribution
2. Temporary electric power and light
3. Temporary heat
4. Ventilation
5. Telephone service
6. Sanitary facilities, including drinking water
7. Storm and sanitary sewer

C. Support facilities include, but are not limited to, the following:

1. Field offices and storage sheds
2. Temporary roads and paving
3. Dewatering facilities and drains
4. Temporary enclosures
5. Hoists and temporary elevator use
6. Temporary project identification signs and bulletin boards
7. Waste disposal services
8. Rodent and pest control
9. Construction aids and miscellaneous services and facilities

D. Security and protection facilities include, but are not limited to, to following:

1. Temporary fire protection
2. Barricades, warning signs, and lights
3. Sidewalk bridge or enclosure fence for the site
4. Environmental protection

1.3 USE CHARGES

A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary

services and facilities without cost, including, but not limited to, Owner's construction forces, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 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.

1.5 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations including, but not limited to, the following:

1. Building code requirements
2. Health and safety regulations
3. Utility company regulations
4. Police, fire department, and rescue squad rules
5. Environmental protection regulations

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

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

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

1.6 PROJECT CONDITIONS

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

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the

Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist onsite.

PART 2 - PRODUCTS

2.1 MATERIALS

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

B. Lumber and Plywood:

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

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

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

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

C. Gypsum Wallboard: Provide gypsum wallboard on interior walls of temporary offices.

D. Roofing Materials: Provide UL Class A standard-weight asphalt shingles or UL Class C mineral-surfaced roll roofing on roofs of job-built temporary office, shops, and shed.

E. Paint: Comply with requirements of Division 9 Section “Painting”.

1. For job-built temporary offices, shops, sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.

2. For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.

3. For interior walls of temporary offices, provide two (2) quarts interior latex-flat wall paint.

F. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of (15) or less. For temporary enclosures, provide translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.

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

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

2.2 EQUIPMENT

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

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

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

D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.

E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.

F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.

G. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.

H. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated re-circulation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

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

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

PART 3 - EXECUTION

3.1 INSTALLATION

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

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

3.2 SUPPORT FACILITIES INSTALLATION

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

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

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

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

1. Coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.

2. Install temporary paving to minimize the need to rework the installations and to result in permanent roads and paved areas without damage or deterioration when occupied by the Owner.

3. 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.

E. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.

F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.

1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and materials drying or curing requirements to avoid dangerous conditions and effects.

2. Install tarpaulins securely with incombustible wood framing and other materials. Close openings of 25SqFt (2.3SqM) or less with plywood or similar materials.

3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.

4. Where temporary wood or plywood enclosure exceeds 100SqFt (9.2SqM) in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.

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

H. Project Identification and Temporary Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.

1. Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.

2. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.

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

J. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80°F (27°C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

K. Rodent Pest Control: Before deep foundation work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Employ this service to perform extermination and control procedures are regular intervals so the Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

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

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or

polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.4 OPERATION, TERMINATION AND REMOVAL

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

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

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

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

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

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

3. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:

a. Replace air filters and clean inside of ductwork and housing.

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

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

END OF SECTION 015000

SECTION 015723 - TEMPORARY STORM WATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Temporary stormwater pollution controls.

1.2 STORMWATER POLLUTION PREVENTION PLAN

A. The Stormwater Pollution Prevention Plan (SWPPP) developed by contractor is to be part of the Contract Documents during construction.

1.3 INFORMATIONAL SUBMITTALS

A. Stormwater Pollution Prevention Plan (SWPP): Within 15 days of date established for commencement of the Work, submit completed SWPPP.

PART 2 - PRODUCTS

2.1 TEMPORARY STORMWATER POLLUTION CONTROLS

A. Provide temporary stormwater pollution controls as required by the SWPPP.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with all best management practices, general requirements, performance requirements, reporting requirements, and all other requirements included in the SWPPP.

B. Locate stormwater pollution controls in accordance with the SWPPP.

C. Conduct construction as required to comply with the SWPPP and that minimize possible contamination or pollution or other undesirable effects.

1. Inspect, repair, and maintain SWPPP controls during construction.

a. Inspect all SWPPP controls not less than every seven days, and after each occurrence of a storm event, as outlined in the SWPPP.

D. Remove SWPPP controls at completion of construction and restore and stabilize areas disturbed during construction.

END OF SECTION 015723

SECTION 017400 – CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

B. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and anti-pollution regulations.

1. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

A. General

1. Retain all stored items in an orderly arrangement allowing maximum access, not impending drainage or traffic, and providing the required protection of materials.

2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.

3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the jobsite.

4. Provide adequate storage for all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the ecology.

B. Site

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

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

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

C. Structures

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

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

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

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

3.2 FINAL CLEANING

A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.

1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, litter, and foreign substances.

2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

3. Remove petrochemical spills, stains, and other foreign deposits.

4. Remove tools, construction equipment, machinery, and surplus material from the site.

5. Remove snow and ice to provide safe access to the building.

6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

8. Broom clean concrete floors in unoccupied spaces.

9. Vacuum clean carpet and similar soft surfaces removing debris and excess nap. Shampoo, if required.

10. Clean transparent material, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-

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

11. Remove labels that are not permanent labels.

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

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

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

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

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

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

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

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

19. Leave the Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.

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

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

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

END OF SECTION 017400

SECTION 028213 - ASBESTOS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes removal and disposal of asbestos-containing materials by full enclosure, glove bag, or entire structures methods as applicable. Demolition and debris removal of all asbestos- containing materials identified by provisions of this Section, or shown on drawings, or identified at the site, shall be executed under the provisions of this Section, and other applicablesections of these specifications.

B. Extent of asbestos removal work is as follows:

1. Surveyed and listed in "Schedule of Items Containing Asbestos" Article in Part 3 of this Section.

1.2 RELATED SECTIONS

A. Demolition and removal of items not containing asbestos as a component is included in Division 02 Section "Selective Demolition."

B. Flooring replacement.

1.3 DEFINITIONS

A. Asbestos Abatement Firm: Firm engaged to perform actual removaland disposal work, either as Contractor or subcontractor.

B. Asbestos Containing Material: The term "asbestos containing material" is abbreviated ACM.

C. Owner's Consultant: Firm engaged by Owner to identify and measure asbestos containing materials, or to inspect demolitionoperations, including monitoring of air quality.

1.4 SUBMITTALS

A. Initial Submittals: Submit the following documents to Owner's Representative at the pre-abatement meeting:

1. Registration from the State of Missouri in accordance with 10 CSR 10-6.241 Asbestos Projects – Registration, Abatement, Notification, Inspection, Demolition, and Performance Requirements.
2. Copy of notification sent to appropriate federal, state, and local agencies.
3. Schedule of removal, specifying work locations, length and number of shifts, foreman's name, and crew size.
4. Disposal Site Certification: Letter, signed by theContractor, certifying that an approved asbestos-accepting type II landfill will be used for disposal. Include the facility name, address, and phone number.

B. Waste Disposition Submittals: Submit signed waste shipment record stating that asbestos waste has been properly disposed. Submit the following:

1. Receipts (trip tickets) from approved landfill.
2. Asbestos Waste Shipment Record: As follows:

a. Prior to removing asbestos-containing material from the project site, provide Owner’s Representative or Owner’s consultant with a completed waste shipment record fully complying with Section 61.150 of the NESHAP standard, and 49 CFR Part 172.00 of the U.S. Department of Transportation and including all required information.
b. Ensure that the landfill operator provided a signed copy of the waste shipment record to MSSD within 35 days of the date that asbestos-containing material is removed from the project site. If waste is not transported directly from the project site to the landfill, the waste shipment record shall reflect each transfer.
c. The Owner will not make final payment prior to receipt of signed waste shipment record.

C. Contract Closeout Submittals: Comply with the following additional requirements of Division 01 Section “Closeout Procedures”:

1. Asbestos Quantity Removal Report: Submit 3 copies of asbestos quantity removal report to Owner's Representative at least 4 weeks prior to Contractor's application for final payment. Include information in the following format:

a. Quantities of Asbestos Removed:

1) Square feet of asbestos-containing floor _____ covering.

2. Statement of Visual Inspection: Prior to application forfinal payment, submit to MSSD a statement of visual inspectionsigned by the Contractor's competent person/supervisor. Include the following:

a. Name of licensed contractor conducting work.
b. Name, signature, and title of on-site supervisor.
c. Name, location, and start and finish date of abatement work.
d. Current date.
e. Statement that the work was completed according to applicable federal, state, and local laws, and these specifications.
f. Statement that the Asbestos Abatement Firm's field supervisor has visually inspected the work site and has found no dust, debris, or other suspect asbestos-containing materials that were part of the scope of work.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements: Make all necessary notifications to the appropriate federal, state, and local agencies.

1. The National Emission Standards for Hazardous Air Pollutants (NESHAP), Asbestos regulation 40 CFR 61, Sub-Part M requires that if at least 80 lin. meters (260 lin. ft.) of friable asbestos materials, at least 15 sq. meters (160 square feet), or 1 cu. meter (35 cu. ft.) of friable asbestos materials, or other facility components are stripped or removed while renovating a facility, all the requirements of section 61.147 apply.
2. When applicable, notify the Missouri Department of Natural Resources, Air Pollution Control Program, and appropriate state and local regulatory agencies. No work shall be conducted without notification of authorities having jurisdiction.

B. Pre-Abatement Meeting: Approximately 2 weeks prior to scheduled start of the abatement project, the Owner's Representative will hold a pre-abatement meeting with the individuals indicated below:

1. Contractor' representative.
2. Asbestos Abatement Firm's representative.

3. MSSD representative.
4. Owner's consultant.
5. Owner's Representative.
6. Owner's building maintenance personnel.

C. The meeting agenda will include:

1. Review of the scope of work.
2. Removal methods to be used.
3. Review of Contractor's initial submittals.
4. A walk-through survey of the site, if appropriate.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 ASBESTOS ABATEMENT, GENERAL

A. Conduct asbestos abatement operations in a manner that fully protects Contractor's and subcontractor's employees, the general public, and building occupants from exposure to asbestos and other safety and health hazards.

1. Asbestos abatement projects shall be directly supervised by a competent person as described in 29 CFR 1926.1101.
2. The supervisor/competent person must complete responsibility checklists throughout all phases of the project.

B. Protect adjacent areas, materials and surfaces from damage due to demolition operations, including but not necessarily limited tothe following:

1. Water damage.
2. Dirt, dust and debris.
3. Abrasion.
4. Cuts and scratches.
5. Holes from fasteners for temporary barriers.

C. All asbestos work shall be conducted within a regulated area that complies with the following requirements:

1. Post a sufficient number of signs required by 29 CFR 1926.1101 at the asbestos abatement area and at every work area entrance, so that tenants, Owner's personnel, and other contractor's employees have an opportunity to take protective measures before exposing themselves to asbestos. Place banners if necessary to secure open areas. Include information on signs indicating location and quantity of asbestos-containing material.
2. Allow only authorized, properly protected personnel to enter the regulated area. Immediately report unauthorized individuals entering the work area to MSSD or the Owner's consultant.

D. When required, provide employees and inspectors authorized toenter the regulated area with protective work clothing consisting of disposable Dupont "Tyvek" (or equivalent) full body coveralls,head covers, boots, and other necessary safety gear, including a hard hat and eye protection.

E. Provide respiratory protection to employees as required by current OSHA regulations including 29CFR 1910.134 and 1926.1101.

1. Provide asbestos abatement workers with powered air purifying respirators (PAPR)

with full facepiece and HEPA filters for adequate protection during asbestos material removal operations. Respiratory protection may be down-graded if negative exposure assessment indicates that less protectionis required.

2. A half-face respirator or PAPR must be worn while tearing down and setting up enclosures, while glove bagging, and duringpre- cleaning and post-cleaning work.
3. Do not allow respirators to be pulled away from faces whilein the work area.
4. Maintain an extra PAPR unit on site at all times for the duration of the abatement project.
5. Provide full facepiece supplied-air respirators operated in pressure demand mode equipped with air auxiliary and pressure self-contained breathing apparatus or HEPA egress filters if required for measured fiber concentrations.

F. Maintain at each job site and post the following documents:

1. Copy of MDNR notification.
2. Employee respiratory protection program.
3. Missouri Right-To-Know poster.
4. Material Safety Data Sheet locator.
5. Company standard operating procedure.
6. This specification Section.
7. Material Safety Data Sheets for products used on job. 8. CFR 1926.1101.
9. CFR, Part 61 (NESHAP).
10. The foreman's or supervisor's Contractor/Supervisor Accreditation Certificate.
11. State of Missouri Accreditation Certificates and Medical Approval for each worker.

G. Use the following engineering controls and work practices for all asbestos abatement operations, regardless of measured exposure levels:

1. Vacuum cleaners equipped with HEPA filters to collect all asbestos-containing dust and debris.
2. Wet methods to control exposures during asbestos removal and clean-up, except where proven to be infeasible.
3. Prompt clean-up and disposal of asbestos-contaminated wastes and debris in leak-proof containers.
4. Establish a decontamination area, adjacent and connected to the regulated area, if the Project requires the removal of more than 25 lin. ft., or 10 sq. ft. of thermal systems insulation or surfacing ACM.
5. Establish an equipment area adjacent to the regulated area if the Project requires the removal of less than 25 lin. ft. or
10 sq. ft. of thermal systems insulation or surfacing ACM.

H. Do not use any of the following equipment or work practices during asbestos abatement operations, regardless of measured exposure levels:

1. High-speed abrasive disc saws not equipped with point-of-cut HEPA ventilation or HEPA filtered exhaust air enclosures.
2. Blowing with compressed air to remove asbestos-containing materials.
3. Dry sweeping, shoveling, or other dry methods to clean up asbestos-containing dust and debris.
4. Employee rotation as a means of reducing employee exposure to asbestos.

3.2 ASBESTOS REMOVAL BY FULL ENCLOSURE METHOD

A. Preparation of the Work Area: Complete the following preparation work prior to beginning asbestos removal operations:

1. Install critical barriers over each opening into the regulated area. The following requirements are in addition to, not in lieu of, other indicated surface and object

protection requirements:

a. Seal each opening between the work area and adjacent areas with not less than 2 layers of 4-mil polyethylene sheeting. Use an expanding-polyurethane foam gun to seal areas with large numbers of pipes, conduits and beams. Openings include, but are not necessarily limited to, windows, skylights, doorways, elevator hoistway openings, corridor entrances, drains, ducts, grills, grates, and diffusers.
b. Seal intake and exhaust vents and duct seams within the regulated area with not less than 2 layers of 6-mil polyethylene sheeting.

2. HVAC System Shutdown: Owner's maintenance personnel will shut down heating, cooling, and air conditioning systems when necessary. Coordinate scheduling with Owner's personnel and provide 72 hours' notice to the Owner's Representative priorto planned shut-down.
3. Protection of Surfaces and Objects: The followingrequirements are in addition to, not in lieu of, indicated work area sealing requirements. Cover the following surfaces and objects as follows:

a. Protect all surfaces beneath all removal activity. Remove moveable objects from the work area and cover fixed objects with impermeable dropcloths or plastic sheeting with edges securely sealed with tape.
b. Cover open tanks with plywood or other solid material.
c. Provide clean, fresh air to mechanical equipment, where required to maintain proper performance of equipment.
d. Fully pre-clean all covered surfaces with amended water and a HEPA vacuum.
e. Cover walls with not less than 2 layers of 4-mil polyethylene sheeting. Construct free-standing enclosure walls of not less than 6-mil polyethylene sheeting, with supports spaced not more than 3 feet o.c.
f. Cover floors with not less than 2 layers of 6-mil polyethylene sheeting. Avoid seams where possible. If seams are necessary, overlap not less than 12 inches and tape joints. Extend sheeting 12 inches up the side walls leaving no seams at the wall and floor joint. Immediately repair punctures and leaks, and clean up seepage.

4. Cleaning: Do not use cleaning methods that raise dust, such as sweeping or using vacuum cleaners not equipped with HEPA filters. Do not disturb asbestos materials duringpre-cleaning phases.

a. Treat water removed from the enclosure as asbestos contaminated waste. Fully seal floor drains.

5. Deactivate or install ground-fault circuit interrupters on each electrical circuit within the enclosure.
6. Construct a three-chambered decontamination facility that is adjacent to and connected to the regulated area, and that consists of a dirty room, a shower room, and a clean room in series. Construct decontamination facilities that are exposed to weather of lumber and exterior grade plywood. Secure the facility when not in use.

a. Supply the equipment room with properly labeled, impermeable bags and containers for the containment and disposal of contaminated protective equipment.
b. Construct showers that comply with the requirements of 29 CFR 1910.141 (d) (3), with the shower room adjacent to both the equipment room and the clean room. Filter water waste and shower water through a 5 micron filter, or remove

water from site as asbestos waste.

c. Equip the clean room with a locker or appropriate storage container for each employee.

7. Employee Decontamination Facilities: Comply with thefollowing requirements:

   a. Access the work area only through an approved decontamination system. Lock or block other entrances. Seal emergency exits (for use during a fire or accident) with polyethylene sheeting and tape.
   b. Seal the waste pass-out, except during the removal of asbestos waste from the enclosure.
   c. Entrance To The Regulated Area: Employees shall enter the decontamination area through the clean room, remove and store clothing, and put on protective clothing and respiratory protection before passing through to the equipment room.
   d. Exit From The Regulated Area: Employees shall exit the regulated area by removing gross contamination and debris from their protective clothing. The clothing shall be removed and disposed of in the equipment room into labeled impermeable bags or containers. Employees shall then shower and enter the clean room before changing into street clothes.

8. Local Exhaust Ventilation: Maintain portable air filtration units with a HEPA filter in use during asbestos abatement operations requiring enclosures. Units shall conform to OSHA Standard 1926.1101, Appendix F, and shall be designed in accordance with 40 CFR 61, Subpart M, Section 61.153.

   a. Exhaust directly to building exterior. Provide a backup portable air filtration unit at each removal enclosure. Startup ventilation units prior to initiating asbestos removal operations and run until the Owner's consultant has approved their shut-down after cleaning, sampling, visual inspection, and tear-down.
   b. Direct air movement within the enclosure away from the employees' work area and toward the air filtration device.
   c. Provide not less than 4 air changes per hour within the enclosure.
   d. Within the enclosure, through the period of its use, maintain a pressure differential of not less than minus
      0.02 water gage with respect to ambient conditions outside the enclosure.

9. Visually inspect the enclosure for breeches and smoke-testfor leaks before work begins, and before the start of each work shift. Make all modifications to the enclosure prior to starting removal work.

B. Asbestos Removal Operations: Comply with the followingrequirements for asbestos removal operations:

1. Immediately preceding asbestos removal, apply a fine mist of amended water (water and wetting agent) to the asbestos materials and the surrounding area. Keep surrounding areas wet by spraying periodically with amended water. Maintain a high humidity environment to assist in fiber settling.
2. Remove asbestos material using two-person teams, on staging platforms, if necessary.
3. Remove the wet asbestos material as intact sections or components. Carefully lower the material to the floor orplace directly into container. Never drop or throw asbestos material on the floor.
4. Once the asbestos material is at ground level, pack inlabeled 6-mil polyethylene bags, wet and, if appropriate, hold in drums prior to starting the next section.
5. Use 2 sealed and labeled 6-mil thick bags for storage and transportation of asbestos

waste. Standing water shall be in each bag

6. Wrap large components removed intact in two layers of 6-mil polyethylene sheeting, label, and secure with tape for transport to the landfill. Comply with all wetting requirements.
7. Treat wires, hangers, steel bands, nails, screws, metal lath, tin sheeting, and similar sharp objects removed with asbestos material as asbestos waste. Place in drums for disposal.
8. Label containerized asbestos waste in accordance with OSHA, EPA, and Department of Transportation regulations, asfollows:

    a. Label each container with OSHA label that contains the following information:

DANGER
CONTAINS ASBESTOS FIBERS
MAY CAUSE CANCER
CAUSE DAMAGE TO LUNGS
DO NOT BREATHE DUST
AVOID CREATING DUST

    b. Label each container with Owner's and Asbestos Abatement Firm's names and addresses as required by NESHAP. Owner's address is MSSD, 205 Jefferson St., Jefferson City, MO 65101.
    c. Label each container with Class 9 Label required by DOT and identify waste as "RQ, Asbestos NA 2212."

9. Prepare a complete and accurate NESHAP Waste Shipment Record (special manifest). Assure all information required by the U.S. Department of Transportation regulation is included. Under "special handling instructions" provide the requiredDOT identification information: RQ Asbestos 9,NA 2212, PG III.

    a. Do not remove waste from site until Owner's Representative has signed and verified the shipment record.

10. Remove containerized asbestos waste daily from site, or store on site in a locked or secured location until ready for final disposal. Obtain approval of Owner's Representative and MSSD representative of the location of disposal containers. Outdoor waste containers shall be fully enclosed and locked. Mark vehicles used to transport waste during the loading and unloading of asbestos waste with a visible sign, as required by NESHAP.
11. Each container shall have excess water evident, or the asbestos waste shall be mixed in a slurry.

C. Post-Removal Operation Requirements: After completion of asbestos removal and clean-up operations, comply with the following requirements:

1. The Asbestos Abatement Firm representative, in presence of Owner's consultant, shall inspect the entire work area for asbestos. Include decontamination unit, all plastic sheeting, seals over doorways, windows, and all other openings.

    a. If any suspect asbestos is found, repeat final cleaning operation, until the visual inspection is satisfactory to the Owner's consultant and the asbestos removal firm. Asbestos not scheduled to be removed as part of the project is exempt.

2. Encapsulate all walls, floors, ceilings, other exposed surfaces, and decontamination facilities after completing the work area inspection.

    a. Remove the inner polyethylene barrier that is not integral to maintaining negative pressure in the enclosure at this time, and post-abatement air samples will be collected by Owner's consultant. Immediately clean any asbestos- containing materials observed behind these secondary barriers.

3. When post-abatement fiber levels are greater than either 0.01 fiber/cc or background level, repeat cleanup operation until the area is below either 0.01 fibers/cc or background level.
4. When the post-abatement samples are in compliance, and the Owner's consultant or MSSD has completed the visual inspection, the enclosure shall be removed.

    a. Turn off HEPA filter exhaust units only after all barriers have been removed.
    b. A final visual inspection will be conducted by the Owner's consultant or MSSD representative before the Contractor is released from the removal site. The final inspection will include tape, polyethylene sheet, debris, and equipment.

3.3 FIELD QUALITY CONTROL

A. Pre-Notification of MSSD Representative: To permit adequate time to schedule air monitoring, notify the MSSD representative not less than 10 calendar days prior to planned start of all removal operations.

B. Air Monitoring: Except for roofing removal work Owner will retain a professional independent industrial hygiene consultant to collect air samples and oversee the project to insure that compliance with applicable codes, regulations, and ordinances, including 29 CFR 1926.1101, NESHAP, and P.A. 135. The consultant will collect background, contiguous, work area, personal, and post-abatement air samples. MSSD will provide one copy of the report to the Contractor.

    1. If contiguous sampling indicates airborne fiber concentrations above 0.01 fibers/cc or background level, work will be stopped unless otherwise approved by MSSD. Work may resume when the source of contamination has been corrected and the contamination has been cleaned to the satisfaction of the MSSD.
    2. Glovebag, entire structures, and full enclosure clearance sampling will be by the aggressive PCM method when feasible. Enclosures must be fully dry before sampling.

C. Inspection: If during the project, MSSD representative or Owner's consultant determines that work practices either violate applicable rules and regulations or endanger employees, the Contractor's on- site representative shall stop operations immediately and take corrective action. Cooperate fully with MSSD representative and Owner's consultant.

3.4 REMOVAL OF NON-FRIABLE ASBESTOS-CONTAINING MATERIALS

A. Removal of Non-Friable Materials, General: For each type of non- friable asbestos-containing material indicated, comply with the following requirements:

1. Comply with requirements of Article 3.1 of this Section.
2. Conduct non-friable material removal operations to prevent the material from becoming friable during the removal and disposal process. No visible emissions are permitted. If the material does not remain substantially intact, comply with the requirements for friable asbestos removal specified in Articles 3.2 of this Section (except roofing removal).
3. Place impermeable drop cloths on surfaces beneath removal activity.
4. Do not conduct asbestos removal unless the Owner's Consultant is present at the site and MSSD has been notified. Forroofing removal projects, notify MSSD prior to start of work.
5. Labeling Containerized Waste: Comply with the requirements of Article 3.2, paragraphs B.9.a. through c. of this Section.

B. Removal of Resilient Flooring Materials:

1. Prior to removal, critical barriers shall be placed over openings to the regulated area. During removal, air in the regulated area shall be filtered through the use of air filtration device(s).
2. Prior to removal, clean floors of dirt and debris withvacuums equipped with HEPA filter, disposable dust bag, and metal floor tool (brush tools are not permitted). Control odors and fumes with engineering controls.
3. Sanding the floor or related backing is not permitted.
4. Mechanical chipping of vinyl floor tile is prohibited, except when performed in a negative pressure enclosure.
5. Thoroughly wet vinyl floor tile with amended water. Use aslip scraper or equivalent to loosen the floor tile from thefloor. Remove the floor tile in an intact state. Keep the floor tile wet throughout the removal and cleanup.
6. Remove vinyl sheet flooring by cutting while wetting thesnip- point. Wet sheet flooring during delamination. Rip-up of resilient flooring material is not permitted.
7. Clean resilient flooring of all debris using a HEPA vacuum, wet sweeping, mopping or equivalent and allow time to dry. Dry sweeping is prohibited.
8. Place the resilient flooring material and debris in an asbestos disposal bag. Seal the bag and place it in a properly labeled drum or polyspun bag. Comply with the disposal and labeling requirements of this Section.
9. Properly dispose of all asbestos and solvent waste according to all applicable regulations and comply with the disposal and labeling requirements of this Section.

3.5 SCHEDULE OF ITEMS CONTAINING ASBESTOS

A. Bidding Requirements: Comply with the following requirements related to bidding:

1. Survey quantities provided are approximate. Bidders are required to field investigate as necessary and assume all responsibility to verify the work required and quantities involved for complete asbestos abatement.
2. The building is open for field inspection by all bidders during the bidding period.
3. A "pre-bid orientation meeting" will be conducted to familiarize prospective bidders with site conditions and provide for verification of marked and scheduled quantities, as applicable.

B. The following items have been surveyed and determined to have asbestos as a component:

1. Pebble Stone Patterned Sheet Flooring.

END OF SECTION 028213

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 ACTION SUBMITTALS

A. Product Data: For each of the following.

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Blended hydraulic cement.
5. Silica fume.
6. Performance-based hydraulic cement
7. Aggregates.
8. Admixtures:

    a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
9. Vapor retarders.
10. Curing materials.
11. Joint fillers.
12. Repair materials.

B. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.
2. Minimum 28-day compressive strength.
3. Durability exposure class.
4. Maximum w/cm.
5. Slump limit.
6. Air content.

7. Nominal maximum aggregate size.
8. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:

1. Installer: Include copies of applicable ACI certificates.
2. Testing agency: Include copies of applicable ACI certificates.

B. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Curing compounds.
4. Vapor retarders.

C. Material Test Reports: For the following, from a qualified testing agency:

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Silica fume.
5. Aggregates.
6. Admixtures:

D. Floor surface flatness measurements report, indicating compliance with specified tolerances.

E. Research Reports:

1. For sheet vapor retarder/termite barrier, showing compliance with ICC AC380.

F. Preconstruction Test Reports: For each mix design.

G. Field quality-control reports.

1.5 QUALITY ASSURANCE

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

1. Personnel performing laboratory tests to be an ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor to be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

B. Field Quality-Control Testing Agency Qualifications: An independent agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

1. Personnel conducting field tests to be qualified as an ACI Concrete Field Testing Technician, Grade 1, in accordance with ACI CPP 610.1 or an equivalent certification program.

1.6 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.

1. Include the following information in each test report:

a. Admixture dosage rates.
b. Slump.
c. Air content.
d. Seven-day compressive strength.
e. 28-day compressive strength.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301 (ACI 301M).

1.8 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 306.1 and as follows.

1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
2. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301 (ACI 301M).
3. Do not use frozen materials or materials containing ice or snow.
4. Do not place concrete in contact with surfaces less than 35 deg F (1.7 deg C), other than reinforcing steel.
5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M), and as follows:

1. Maintain concrete temperature at time of discharge to not exceed 95 deg F (35 deg C).
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

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

2.2 CONCRETE MATERIALS

A. Source Limitations:

1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
2. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
3. Obtain aggregate from single source.
4. Obtain each type of admixture from single source from single manufacturer.

B. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, Type I/IL, gray.
2. Fly Ash: ASTM C618, Class C or F.
3. Slag Cement: ASTM C989/C989M, Grade 100 or 120.
4. Silica Fume: ASTM C1240 amorphous silica.

C. Normal-Weight Aggregates: ASTM C33/C33M, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.

1. Alkali-Silica Reaction: Comply with one of the following:

   a. Expansion Result of Aggregate: Not more than 0.04 percent at one-year when tested in accordance with ASTM C1293.
   b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10 percent at an age of 16 days when tested in accordance with ASTM C1567.
   c. Alkali Content in Concrete: Not more than 4 lb./cu. yd. (2.37 kg/cu. m) for moderately reactive aggregate or 3 lb./cu. yd. (1.78 kg/cu. m) for highly reactive aggregate, when tested in accordance with ASTM C1293 and categorized in accordance with ASTM C1778, based on alkali content being calculated in accordance with ACI 301 (ACI 301M).

2. Maximum Coarse-Aggregate Size: 3/4 inch (19 mm) nominal.
3. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

D. Air-Entraining Admixture: ASTM C260/C260M.

E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

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

F. Water and Water Used to Make Ice: ASTM C94/C94M, potable.

2.3 VAPOR RETARDERS

A. Sheet Vapor Retarder, Class A: ASTM E1745, Class A, not less than 10 mils (0.25 mm) thick. Include manufacturer's recommended adhesive or pressure-sensitive tape.

1. W.R. Meadows; Perminator 15 Mil.
2. Stego Industries, LLC; Stego Wrap 15-Mil Vapor Barrier.
3. Viaflex; Vapor Block VB15, Class A.
4. X-TREME; X-TREME 15 Mil.

2.4 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

B. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.

1. Color:

a. Ambient Temperature Below 50 deg F (10 deg C): Black.
b. Ambient Temperature between 50 deg F (10 deg C) and 85 deg F (29 deg C): Any color.
c. Ambient Temperature Above 85 deg F (29 deg C): White.

C. Water: Potable or complying with ASTM C1602/C1602M.

D. Clear, Waterborne, Membrane-Forming, Dissipating Curing Compound: ASTM C309, Type 1, Class B.

1. SpecChem; E Cure.
2. SpecChem; PaveCure Rez.
3. SpecChem; SpecRez.
4. W.R. Meadows; 1100-CLEAR.
5. MAPEI; Mapecure UV WB.
6. MAPEI; Mapecure DR.
7. Euclid Chemical; Kurez DR VOX.

E. Clear, Waterborne, Membrane-Forming, Nondissipating Curing Compound: ASTM C309, Type 1, Class B, certified by curing compound manufacturer to not interfere with bonding of floor covering.

1. SpecChem; Cure & Seal WB.
2. SpecChem; Cure & Seal WB 25.
3. W.R. Meadows; Vocomp-20.
4. Prosoco; DensiKure.
5. Euclid Chemical; Diamond Clear VOX.
6. Euclid Chemical; Aqua Cure VOX.

2.5 RELATED MATERIALS

A. Bonding Agent: ASTM C1059/C1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

2.6 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301 (ACI 301M).

1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash or Other Pozzolans: 25 percent by mass.
2. Slag Cement: 50 percent by mass.

2.7 CONCRETE MIXTURES

A. Class A: Normal-weight concrete used for sidewalks, paving and interior slab-on-grade.

1. Exposure Class: ACI 318 (ACI 318M) F3.
2. Minimum Compressive Strength: 4500 psi (31 MPa) at 28 days.
3. Maximum w/cm: 0.45.
4. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm) for concrete with verified slump of 3 inches (75 mm), plus or minus 1 inch (25 mm) before adding high-range water-reducing admixture or plasticizing admixture at Project site.
5. Air Content:
   a. Exposure Classes F2 and F3: 6 percent, plus or minus 1.0 percent at point of delivery.

6. Limit water-soluble, chloride-ion content in hardened concrete to 1.00 percent by weight of cement.

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M and ASTM C1116/C1116M and furnish batch ticket information.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:

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

3.2 PREPARATION

A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:

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

3.3 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

3.4 INSTALLATION OF VAPOR RETARDER

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder in accordance with ASTM E1643 and manufacturer's written instructions.

1. Install vapor retarder with longest dimension parallel with direction of concrete pour.
2. Face laps away from exposed direction of concrete pour.
3. Lap vapor retarder over footings and grade beams not less than 6 inches (150 mm), sealing vapor retarder to concrete.
4. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.
5. Terminate vapor retarder at the top of floor slabs, grade beams, and pile caps, sealing entire perimeter to floor slabs, grade beams, foundation walls, or pile caps.
6. Seal penetrations in accordance with vapor retarder manufacturer's instructions.
7. Protect vapor retarder during placement of reinforcement and concrete.

3.5 JOINTS

A. Construct joints true to line, with faces perpendicular to surface plane of concrete.

B. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form control joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of control joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.

C. Isolation Joints in Slabs-on-Ground: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated on Drawings.
2. Terminate full-width joint-filler strips not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished concrete surface, where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

3.6 CONCRETE PLACEMENT

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

1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify Owner’s Representative and testing and inspection agencies 48 hours prior to commencement of concrete placement.

C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Owner’s Representative in writing, but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Do not place concrete floors and slabs in a checkerboard sequence.
2. Consolidate all concrete with mechanical vibrators during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Maintain reinforcement in position on chairs during concrete placement.
4. Screed slab surfaces with a straightedge and strike off to correct elevations.
5. Level concrete, cut high areas, and fill low areas.
6. Slope surfaces uniformly to drains where required.
7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
8. Do not further disturb slab surfaces before starting finishing operations.

3.7 FINISHING FLOORS AND SLABS

A. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Trowel Finish: For interior slab-on-grade.

1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.
2. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.
3. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
4. Do not add water to concrete surface.
5. Do not apply hard-troweled finish to concrete, which has a total air content greater than 3 percent.
6. Apply a trowel finish to interior surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
7. Finish surfaces to the following tolerances:

    a. Slabs on Ground:

        1) Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- (3.05-m-) long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/8 inch (3 mm).

C. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and locations indicated on Drawings.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.
2. Coordinate required final finish with Owner's Representative before application.

3.8 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

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

3.9 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 (ACI 301M) and ACI 306.1 for cold weather protection during curing.
2. Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M) for hot-weather protection during curing.
3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h (1 kg/sq. m x h), calculated in accordance with ACI 305.1, before and during finishing operations.

B. Curing Unformed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:

1. Interior Concrete Floors:

    a. Floors to Receive Curing Compound:

        1) Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
        2) Recoat areas subjected to heavy rainfall within three hours after initial application.
        3) Maintain continuity of coating, and repair damage during curing period.
        4) Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound does not interfere with bonding of floor covering used on Project.

3.10 TOLERANCES

A. Conform to ACI 117 (ACI 117M).

3.11 JOINT FILLING

A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least one month(s).
2. Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

C. Overfill joint, and trim joint filler flush with top of joint after hardening.

3.12 CONCRETE SURFACE REPAIRS

A. Defective Concrete:

1. Repair and patch defective areas when approved by Owner’s Representative.
2. Remove and replace concrete that cannot be repaired and patched to Owner’s Representative's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.

C. Repairing Unformed Surfaces: Correct as follows to the satisfaction of the Owner’s Representative.

1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.

    a. Correct low and high areas.
    b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
3. After concrete has cured at least 14 days, correct high areas by grinding.
4. Correct localized low areas during, or immediately after, completing surface-finishing operations by cutting out low areas and replacing with patching mortar.

    a. Finish repaired areas to blend into adjacent concrete.

5. Correct other low areas scheduled to receive floor coverings with a repair underlayment.

    a. Prepare, mix, and apply repair underlayment and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
    b. Feather edges to match adjacent floor elevations.

6. Correct other low areas scheduled to remain exposed with repair topping.

    a. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations.
    b. Prepare, mix, and apply repair topping and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.

7. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete.

    a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch (19-mm) clearance all around.
    b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
    c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
    d. Place, compact, and finish to blend with adjacent finished concrete.
    e. Cure in same manner as adjacent concrete.

8. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar.

    a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
    b. Dampen cleaned concrete surfaces and apply bonding agent.
    c. Place patching mortar before bonding agent has dried.
    d. Compact patching mortar and finish to match adjacent concrete.
    e. Keep patched area continuously moist for at least 72 hours.

3.13 FIELD QUALITY CONTROL

A. Special Inspections: Contractor shall engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.

B. Testing Agency: Contractor shall engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

1. Testing agency to be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.
2. Testing agency to immediately report to Owner's Representative, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
3. Testing agency to report results of tests and inspections, in writing, to Owner, Owner's Representative, Contractor, and concrete manufacturer within 48 hours of inspections and tests.

    a. Test reports to include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:

        1) Project name.
        2) Name of testing agency.
        3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
        4) Name of concrete manufacturer.
        5) Date and time of inspection, sampling, and field testing.
        6) Date and time of concrete placement.
        7) Location in Work of concrete represented by samples.
        8) Date and time sample was obtained.
        9) Truck and batch ticket numbers.
        10) Design compressive strength at 28 days.
        11) Concrete mixture designation, proportions, and materials.
        12) Field test results.
        13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.
        14) Type of fracture and compressive break strengths at seven days and 28 days.

C. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.

D. Inspections:

1. Verification of use of required design mixture.
2. Concrete placement, including conveying and depositing.
3. Curing procedures and maintenance of curing temperature.

E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M to be performed in accordance with the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture for the first 5 cu. yd. (4 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.

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

2. Slump: ASTM C143/C143M:

   a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
   b. Perform additional tests when concrete consistency appears to change.

3. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete.

   a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

4. Concrete Temperature: ASTM C1064/C1064M:

   a. One test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.

5. Compression Test Specimens: ASTM C31/C31M:

   a. Cast and laboratory cure two sets of three 6-inch (150 mm) by 12-inch (300 mm) or 4-inch (100 mm) by 8-inch (200 mm) cylinder specimens for each composite sample.

6. Compressive-Strength Tests: ASTM C39/C39M.

   a. Test one set of three laboratory-cured specimens at seven days and one set of three specimens at 28 days.
   b. A compressive-strength test to be the average compressive strength from a set of three specimens obtained from same composite sample and tested at age indicated.

7. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa) if specified compressive strength is 5000 psi (34.5 MPa), or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi (34.5 MPa).
8. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Owner’s Representative but will not be used as sole basis for approval or rejection of concrete.
9. Additional Tests:

   a. Testing and inspecting agency to make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Owner’s Representative.
   b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Owner’s Representative.

      1) Acceptance criteria for concrete strength to be in accordance with ACI 301 (ACI 301M), Section 1.6.6.3.

10. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
11. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

3.14 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.

END OF SECTION 033000

SECTION 036000 – SLAB-LIFTING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. This item shall consist of furnishing all labor, equipment, and materials, and performing all operations necessary for slab lifting with polyurethane of interior slabs in the areas shown on the drawing. It includes such items as drilling injection holes, placing material, and monitoring the lifting operation to eliminate damage to the structure from excessive lift.

B. Lifting shall consist of filling all voids under the existing floor slabs and raising the floor slabs to the required elevations.

1.2 QUALIFICATIONS

A. Work under this section will be accepted only from the contractors meeting the following requirements:

1. Five (5) years of experience performing work on projects of similar size and complexity.
2. The ability to provide the polyurethane materials and equipment specified herein.
3. A record of satisfactory completion of at least five (5) projects of similar size and complexity.
4. Contractor must have a manufacturer's certificate of competency in installation of polyurethane materials.

1.3 SUBMITTALS PRIOR TO EXECUTION OF WORK

A. Sequence of work.

B. Description of work tasks and proposed equipment.

C. Proposed polyurethane material proposed.

D. Method of documentation to record results of the operation including the location of the polyurethane injection holes, monitoring of the slab displacements, and volume of the polyurethane injected.

1.4 PREINSTALLATION MEETING

A. Preinstallation Conference: Conduct a conference at project site.

1. Require representative of each entity directly concerned with slab-lifting to attend, including the following.

a. Contractor's Superintendent.
b. Slab-lifting Subcontractor.

B. Review the following.

1. Floor finish removal storage and re-installation.
2. Drilling on injection ports.
3. Injection process.
4. Impact on owner's operations.
5. Reinstallation/repair of floor finishes.

1.5 WARRANTY

A. Contractors Warranty: In the event the slab-on-grade settles, Contractor agrees to furnish product and labor to lift slab back to original elevations.

1. Warranty Period: 5 years from date of substantial completion.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Polyurethane Foam: Two-part, closed-cell, high density polyurethane foam system.

1. Unit Weight: Unit weight of resin and diisocyanate, 9.25 and 10.25 lb./gal in accordance with ASTM D 1475.
2. Free-rise density of 2.5 +/- .3 lb./c.f. ASTM 1622.
3. Minimum parallel to rise compressive strength 25 psi in accordance with ASTM D 1621.
4. Minimum parallel to rise tensile strength 25 psi in accordance with ASTM 1623.
5. Minimum shear strength 25 psi in accordance with ASTM C 273.
6. Maximum water absorption less than or equal to 2% in accordance with ASTM D 2842.
7. Achieve 90% of compressive strength in 60 minutes.

B. Subject to compliance with requirements approved products.

1. PolyLevel PL250 H; Foundation Support Works.
2. AP Lift 475.
3. Foam All.
4. Approved equal.

2.2 CONSTRUCTION METHODS

A. Primary Injection Points: Primary: Injection points shall be laid out as required to achieve required lifting and filling of voids.

B. Secondary and Subsequent Injection Points: Secondary and subsequent injection points (if required) shall be located by the "Split-Spacing" method, in which the interval between the injection holes is progressively halved by installing and injecting intermediate holes until the injection results indicate that a continuous mass has been obtained under the slab. This is to prevent "piering" of material under the slab. Injection procedures that employ a piering method of slab lifting are strictly prohibited.

C. Sequence of Operation:

1. Grout at the primary injection points from the periphery of the area inward.

2. Drill additional holes and grout the secondary injection points if required.
3. Repeat the grouting to verify the complete distribution of material under the slab until the void is filled and the required degree of vertical displacement (if required) is obtained.

D. Monitoring Adjacent Facilities:

1. During injection, foundation walls, walls, and floor slab shall be visually monitored continually during the injection process.

E. Hole Patching: Upon completion of the injection process, holes shall be sealed flush with the surface of the slab with a non-shrink pre-packaged cementitious material and shall match the surrounding slab in texture.

F. Raising Slabs: Slabs shall be raised to original elevations.

2.3 DOCUMENTATION

A. The contractor shall document the progress of the work and submit to the Owner's Representative all pertinent results of the operation.

B. The documents shall show location of injection points relative to building walls; time of start of injection, total amount of polyurethane injected at this point, and remarks concerning blow-outs, uplift, or other pertinent information.

2.4 PROTECTION AND CLEANUP

A. The contractor shall, as necessary, protect all building components from spillage, water, or any damage occurring during operations.

B. The floor surface shall be thoroughly cleaned upon completion of the grout operations.

2.5 QUALITY CONTROL

A. The Contractor shall employ the services of a testing laboratory to observe injection and lifting process.

B. The Contractor shall provide monitoring systems to measure lifting operation using lasers or dial indicators.

C. The testing laboratory shall submit records of injection and lifting processes.

1. Test reports shall include the following.

a. Date and time of installation.
b. Location of installation.
c. Location of injection ports.
d. Total material used.
e. Report of any interruptions, obstructions, or other issues affecting installation.

D. Areas on noncompliance will require regrouting at no additional expense to the Owner.

END OF SECTION 036000

SECTION 04 92 00 – MASONRY RENOVATION

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 SUMMARY

A. This Section includes the following:

1. Repairing CMU, including patching of face CMU.
2. Repointing mortar joints.

B. Related Sections include the following:

1. Division 7 Section "Joint Sealants".

C. Unit Prices: Unit prices for CMU renovation are specified on drawings and in Division 1 Bid Form.

1. Unit prices apply to additions to and deletions from Work as authorized by Change Orders.

1.3 DEFINITIONS

A. Low-Pressure Spray: 100 to 400 psi.

B. Medium-Pressure Spray: 800 to 1200 psi.

C. High-Pressure Spray: 200 to 3000 psi.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated. Include recommendations for application and use. Include test data substantiating that products comply with requirements.

B. Samples for Verification: Before erecting mockup, submit samples of the following:

1. Mortar joints.

C. Qualification Data: For Renovation specialists including field supervisors, submit the following:

1. Provide written description of at least five projects for which the masonry Renovation contractor has successfully completed. Provide name of project, location, and contact information for Owner's Representative or Architect/Engineer.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain each type of material for CMU Renovation (CMU, cement, sand, etc.) from one source with resources to provide materials of consistent quality in appearance and physical properties.

B. Mockups: Prior to start of Work, prepare mockups of Renovation as follows to demonstrate aesthetic effects and qualities of materials and execution. Prepare mockups on existing walls under same weather conditions to be expected during remainder of the Work.
   1. Rake out joints in two separate areas approximately 36 inches in length and 3 courses high for each type of repointing required and repoint areas.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver CMU units to Project site strapped together in suitable packs or pallets or in heavy-duty crates.

B. Deliver other materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.

C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

D. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.

E. Store sand where grading and other required characteristics can be maintained, and contamination avoided.

1.7 PROJECT CONDITIONS

A. Repoint mortar joints only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least 7 days after completion of work.

B. Cold-Weather Requirements: Comply with the following procedures for CMU repair and mortar-joint pointing:

   1. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for 7 days after repair and pointing.

C. Hot-Weather Requirements: Protect masonry repair and mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar and patching materials. Provide artificial shade and wind breaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 90 deg F and above.

D. Protect adjacent CMU from staining due to pointing operation.

1.8 SEQUENCING AND SCHEDULING

A. Order replacement materials at earliest possible date, to avoid delaying completion of the Work.

B. Order sand for repointing mortar immediately after approval of Samples. Take delivery of and store at Project site a sufficient quantity of sand to complete Project.

C. Perform CMU Renovation work in the following sequence:
   1. Point mortar joints.
   2. Inspect for open mortar joints and repair before cleaning to prevent intrusion of water and other cleaning materials into the wall.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:

   1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.

2.2 CMU MATERIALS

A. Provide CMU units to match existing.

2.3 MORTAR MATERIALS

A. Provide type “N” mortar.

B. Portland Cement: ASTM C 150, Type I or Type II.

C. Hydrated Lime: ASTM C 207, Type S.

D. Mortar Sand: ASTM C 144, unless otherwise indicated.

   1. Color: Provide natural sand; of color necessary to produce required mortar color.
   2. For pointing mortar, provide sand with rounded edges.
   3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands, if necessary, to achieve suitable match.

E. Mortar Pigments: Natural and synthetic iron oxides, compounded for mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars.

F. Water: Potable.

2.4 MISCELLANEOUS MATERIALS

A. Renovation CMU Anchors: Type and size indicated or, if not indicated, to match existing anchors in size and type. Fabricate anchors and dowels from Type 304 stainless steel.

2.5 MORTAR MIXES

A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.

B. Colored Mortar: Produce mortar of color required by using selected ingredients. Do not alter specified proportions without Engineer's approval.

1. Mortar Pigments: Where mortar pigments are indicated, do not exceed a pigment-to-cement ratio of 1:10 by weight.

C. Do not use admixtures of any kind in mortar, unless otherwise indicated.

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from CMU Renovation work.

1. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of Renovation and cleaning work.

B. Comply with chemical cleaner manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical cleaning solutions from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.

1. Cover adjacent surfaces with materials that are proven to resist chemical cleaners used unless chemical cleaners being used will not damage adjacent surfaces. Use materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
2. Keep wall wet below area being cleaned to prevent streaking from runoff.

3. Do not clean CMU during winds of sufficient force to spread cleaning solutions to unprotected surfaces.
4. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
5. Dispose of runoff from cleaning operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.

C. Prevent mortar from staining face of surrounding masonry and other surfaces.

1. Cover sills, ledges, and projections to protect from mortar droppings.
2. Keep wall area wet below rebuilding and pointing work to discourage mortar from adhering.
3. Immediately remove mortar in contact with exposed masonry and other surfaces.
4. Clean mortar splatters from scaffolding at end of each day.

3.2 REPOINTING CMU

A. Rake out and repoint mortar joints to the following extent:

1. Joints identified in the field.

B. Do not rake out and repoint joints where not required.

C. Rake out joints as follows:

1. Remove mortar from joints to depth as shown on drawings.
2. Remove mortar from CMU surfaces within raked-out joints to provide reveals with square backs and to expose CMU for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
3. Do not spall edges of CMU units or widen joints. Patch damaged CMU units as directed by Engineer.

    a. Cut out center of mortar joints using angle grinders with 1/8” x 4” diamond-impregnated metal blades. Remove remaining mortar by hand with chisel and mallet.

D. Notify Engineer of unforeseen detrimental conditions including voids in mortar joints, cracks, loose CMU, rotted wood, rusted metal, and other deteriorated items.

E. Point joints as shown on drawings.

F. Cure mortar by maintaining in thoroughly damp condition for at least 72 hours, including weekends and holidays.

1. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.
2. Adjust curing methods to ensure that pointing mortar is damp throughout its depth without eroding surface mortar.

G. Where repointing work precedes cleaning of existing CMU, allow mortar to harden at least 30 days before beginning cleaning work.

3.3 FINAL CLEANING

A. After mortar has fully hardened, thoroughly clean exposed CMU surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.

1. Do not use metal scrapers or brushes.
2. Do not use acidic or alkaline cleaners.

B. Wash adjacent woodwork and other nonmasonry surfaces. Use detergent and soft brushes or cloths.

C. Sweep and rake adjacent pavement and grounds to remove mortar and debris. Where necessary, pressure wash surfaces to remove mortar, dust, dirt, and stains.

END OF SECTION 04 92 00

SECTION 079200 - JOINT SEALANTS

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 SUMMARY

A. This Section includes joint sealants for the following applications:

1. Exterior and Interior joints in the following vertical surfaces and horizontal surfaces:
   a. Vertical interior wall transitions.
   b. Control joints in CMU exterior and interior.
   c. Other joints as indicated.

B. Related Sections include the following:

1. Division 4 Section “Masonry Restoration”.

1.3 PERFORMANCE REQUIREMENTS

A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.

D. SWRI Validation Certificate: For each elastomeric sealant specified to be validated by SWRI's Sealant Validation Program.

E. Qualification Data: For Installer.

F. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:

1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.

2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

G. Test Report Log: For each elastomeric sealant application.

H. Product Test Reports: Based on comprehensive testing of product formulations performed by a qualified testing agency, indicating that sealants comply with requirements.

I. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.

B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

C. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from a qualified testing agency based on testing current sealant formulations within a 36-month period preceding the Notice to Proceed with the Work.

1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.
2. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.

D. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test sealant adhesion to joint substrates as follows:

1. Locate test joints where indicated on drawings or, if not indicated, as directed by Engineer.
2. Conduct field tests for each application indicated below:

    a. Each type of elastomeric sealant and joint substrate indicated.
    b. Each type of nonelastomeric sealant and joint substrate indicated.

3. Notify Engineer seven days in advance of dates and times when tests will be performed.
4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.

    a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193.

        1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

5. Report whether sealant in joint connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of

product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.

6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

E. Mockups: Install sealant in existing joint locations acceptable to Owner's Representative, incorporating sealant joints, as follows, to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution:

1. Existing CMU walls and sheetrock walls.

1.6 PROJECT CONDITIONS

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

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

A. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period:

a. 7 years from date of completion.

B. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:

1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
2. Disintegration of joint substrates from natural causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

2.2 MATERIALS, 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 sealant manufacturer, based on testing and field experience.

B. Colors of Exposed Joint Sealants: As selected by Engineer from manufacturer's full range.

2.3 ELASTOMERIC JOINT SEALANTS

A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

C. Urethane, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Uses T and NT.

1. Products: Subject to compliance with requirements, provide the following:

a. Sika Corporation U.S.; Sikaflex 15LM.

b. TREMCO: Dymonic FC.

D. Polyether, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, polyether joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Uses T and NT.

1. Products: Subject to compliance with requirements, provide the following:

a. Master Builders Master Seal NP 150.

2.4 JOINT-SEALANT BACKING

A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

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

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

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

3.2 PREPARATION

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

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

a. Mortar.
b. CMU.

B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of 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 bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint configuration per details in contract document.

a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 FIELD QUALITY CONTROL

A. Field-Adhesion Testing – Perform field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed elastomeric sealant joints as follows:

   a. Perform 1 test for every 100 lineal feet of joint sealant installation for each substrate.

2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab in Appendix X1 in ASTM C 1193, as appropriate for type of joint-sealant application indicated.

   a. For joints with dissimilar substrates, verify adhesion to each substrate separately; do this by extending cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

3. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field-adhesion-test log.
4. Inspect tested joints and report on the following:

   a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
   b. Whether sealants filled joint cavities and are free of voids.
   c. Whether sealant dimensions and configurations comply with specified requirements.

5. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
6. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

C. The Owner may employ the services of Engineer’s representative to observe tests. Notify Engineer prior to pull testing of sealant joints. Provide access as needed for Engineer’s representative to observe tests.

3.5 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.

3.6 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 and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

SECTION 099100 - PAINTING

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 SUMMARY

A. This section includes surface preparation and field painting of exposed exterior and interior items.

1. Surface preparation, priming, and finish coats specified in this section are in addition to shop priming and surface treatment specified in other sections.

B. Paint exposed surfaces, except where these specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Owner Representative will select from colors and finishes matching existing.

1. Painting includes field painting of exterior façade and interior walls.

1.3 DEFINITIONS

A. General: Standard coating terms defined in ASTM D 16 apply to this section.

1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
2. Eggshell refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.
3. Semigloss refers to medium-sheen finish with a gloss range more than 70 when measured at a 60-degree meter.

1.4 SUBMITTALS

A. Product Data: For each paint system indicated. Include block fillers and primers.

1. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer’s catalog number and general classification.
2. Manufacturer’s Information: Manufacturer’s technical information, including label analysis and instructions for handling, storing, and applying each coating material.

B. Samples for Initial Selection: For each type of finish-coat material indicated.

1. After color selection, contractor will furnish color chips for surfaces to be coated to be used for approval.

1.5 QUALITY ASSURANCE

A. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.

B. Benchmark Samples (Mockups): Provide a full-coat benchmark finish sample for each type of coating and substrate required. Comply with procedures specified in PDCA P5. Duplicate finish of approved sample Submittals.

C. Owner Representative will select one room or surface to represent surfaces and conditions for application of each type of coating and substrate.

1. Wall Surfaces: Provide samples on at least 100 sq.ft.

D. Apply benchmark samples, according to requirements for the completed Work, after permanent lighting and other environmental services have been activated. Provide required sheen, color, and texture on each surface.

1. After finishes are accepted, Engineer will use the room or surface to evaluate coating systems of similar nature.

E. Final approval of colors will be from benchmark samples.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:
1. Product name or title of material.
2. Product description (generic classification or binder type).
3. Manufacturer’s stock number and date of manufacture.
4. Contents by volume, for pigment and vehicle constituents.
5. Thinning instructions.
6. Application instructions.
7. Color name and number.
8. VOC content.

B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain storage containers in a clean condition, free of foreign materials and residue.

1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.

1.7 PROJECT CONDITIONS

A. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F.

B. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F.

C. Do not apply in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.1 PAINT MATERIALS, GENERAL

A. Material Compatibility: Provide block fillers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

B. Material Quality: Provide manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.

C. Colors: As selected by Draw Downs matching existing colors.

2.2 EXTERIOR AND INTERIOR PAINT MANUFACTURERS

A. Products:

1. ICI Dulux Paints.
2. M. A. B. Paint.
3. Pittsburgh Paints.
4. Sherwin-Williams.
5. Tnemec Corporation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application.

1. Proceed with paint application only after unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
2. Start of painting will be construed as Applicator's acceptance of surfaces and conditions within particular area.

B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

1. Notify Engineer about anticipated problems when using the materials specified over substrates primed by others.

3.2 PREPARATION

A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.

B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.

1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.

1. Provide barrier coats over incompatible primers or remove and reprime.
2. Cementitious Materials: Prepare concrete, concrete unit masonry, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
3. Use abrasive blast-cleaning methods if recommended by paint manufacturer.

D. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.

1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
3. Use only thinners approved by paint manufacturer and only within recommended limits.

E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.

1. Paint colors, surface treatments, and finishes are indicated in the paint schedules.
2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
3. Provide finish coats that are compatible with primers used.
4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in

place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.

5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
7. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
8. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
9. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.
10. Sand lightly between each succeeding enamel or varnish coat.

B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
2. Omit primer over metal surfaces that have been shop primed and touchup painted.
3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.

C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.

1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.

D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.

E. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.

F. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.

G. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

H. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections.

1. Provide satin finish for final coats.

I. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 FIELD QUALITY CONTROL

A. Owner reserves the right to invoke the following test procedure at any time and as often as Owner deems necessary during the period when paint is being applied:

1. Contractor will engage a qualified independent testing agency to sample paint material being used. Samples of material delivered to Project will be taken, identified, sealed, and certified in the presence of Contractor.
2. Owner may direct Contractor to stop painting if test results show material being used does not comply with specified requirements. Contractor shall remove noncomplying paint from Project site, pay for testing, and repaint surfaces previously coated with the noncomplying paint. If necessary, Contractor may be required to remove noncomplying paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.

3.5 CLEANING

A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.

B. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

3.6 PROTECTION

A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.

B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.

1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

END OF SECTION 099100

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preparing subgrades for slabs-on-grade, walks, turf and grasses, and plants.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for concrete slabs-on-grade.
4. Subbase course for concrete walks.

1.2 DEFINITIONS

A. Backfill: Soil material used to fill an excavation.

1. Initial Backfill: Backfill placed at bottom of excavations.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.
3. Satisfactory fill: Soil material used in backfill as described in section 2.1, B, AHDC.
4. Engineered fill: Aggregate material used in backfill as described in section 2.1, G.

B. Base Course: Aggregate layer placed between the subbase course and concrete paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

I. Subbase Course: Aggregate layer placed between the subgrade and concrete pavement.

J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 QUALITY ASSURANCE

A. Preexcavation Conference: Conduct conference at Project site.

1.4 PROJECT CONDITIONS

A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.

PART 2 - PRODUCTS

2.1 SOIL AND AGGREGATE MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils within 36” of finished grade in landscape areas shall be cohesive soils in Soil Classification Groups ML, CL, or CH or a combination thereof, free of rock or gravel larger than 1” in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Satisfactory Soils for Engineered Fill Up to 8” Below Grade: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

D. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

E. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.

F. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.

G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.

H. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.

I. Drainage Course: Narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility; colored to comply with local practice or requirements of authorities having jurisdiction.

B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored to comply with local practice or requirements of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.

B. Protect and maintain erosion and sedimentation controls during earth moving operations according to specification 015723 “Temporary Storm Water Pollution Control”.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

D. Protect trees identified on the plans with protective fencing at the root perimeter. Use orange construction fence wired to T-post or similar equivalent.

3.2 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.3 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

B. Excavations at Edges of Tree- and Plant-Protection Zones:

1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Cut and protect roots.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit unless otherwise indicated.

1. Clearance: 12 inches (300 mm) each side of pipe or conduit.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material, 4 inches (100 mm) deeper elsewhere, to allow for bedding course.

D. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

3.6 SUBGRADE INSPECTION

A. Proof-roll subgrade below the building slabs and sidewalks with a pneumatic-tired dump truck to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi (17.2 MPa), may be used when approved by Engineer.

1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

3.8 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches (450 mm) of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in "Cast-in-Place Concrete"

D. Place and compact initial backfill of subbase material, free of particles larger than 1 inch (25 mm) in any dimension, to a height of 12 inches (300 mm) over the pipe or conduit.

1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

E. Place and compact final backfill of satisfactory soil to final subgrade elevation.

F. Install warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

3.10 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

3.11 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:

1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill soil material at 95 percent standard proctor.
2. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 92 percent.
3. Under turf or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 85 percent.
4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.13 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Turf or Unpaved Areas: Plus or minus 1 inch (25 mm).
2. Walks: Plus or minus 1 inch (25 mm).
3. Pavements: Plus or minus 1/2 inch (13 mm).

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch (13 mm) when tested with a 10-foot (3-m) straightedge.

3.14 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:

1. Shape subbase course and base course to required crown elevations and cross-slope grades.
2. Place subbase course and base course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
3. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.15 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

A. Place drainage course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:

1. Place drainage course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.16 FIELD QUALITY CONTROL

A. Testing Agency: Contractor shall engage a qualified geotechnical engineering testing agency to perform tests and inspections.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing

subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.

D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.17 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

SECTION 316400 - MICROPILES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The general provisions of the Contract, including the General Conditions and the Special Conditions, apply to the work specified in this Section.

1.2 SUMMARY

A. This section includes the following:

1. Underpinning grouted micropile foundation system.
2. Pile or Pile Sections.
3. Brackets.
4. Details of construction.

B. This work shall consist of constructing micropiles as indicated on the Drawings and final working drawings and as specified herein. The Contractor is responsible for furnishing of all design, materials, products, accessories, tools, equipment, services, transportation, labor and supervision, and manufacturing techniques required for design, installation and testing of micropiles.

C. The Contractor shall select the micropile type, size, and determine the required grout bond length and final micropile diameter. The Contractor shall design and install micropiles that will develop the allowable loads indicated on the drawings. The micropile design compressive and tension load capacity shall be verified by testing as required and shall meet the test acceptance criteria specified herein.

1.3 UNIT PRICES

A. General: See Bid Form “Unit Prices” for micropiles affected by unit prices.

B. The Base Bid: The Base Bid shall include the installation of micropiles as designed by the micropile contractor to a design depth of 20 feet from bottom of existing footing as shown on the Bid Form.

C. Add/Delete unit prices shall be provided in the Bid Form for lengths of micropiles differing from the base bid depth.

D. Payment for the Add/Delete unit prices will be based on a minimum depth of 20 feet per micropile.

E. No payment will be made for rejected micropiles, including micropiles installed out of tolerance, defective micropiles, or micropiles damaged after installation as a result of construction activities.

1.4 SYSTEM DESCRIPTION

A. Grouted micropile system consists of circular sacrificial drill bit connected to high strength.

1.5 DEFINITIONS

A. Admixture: Substance added to the grout to control bleed and/or shrinkage, improve flowability, reduce water content, or retard setting time.

B. Alignment Load (AL): A minimum initial load (5 percent DL maximum) applied to micropile during testing to keep the testing equipment correctly positioned.

C. Apparent Free Length: The length of pile which is apparently not bonded to the surrounding ground, as calculated from the elastic load extension data during testing.

D. Bonded Length: The length of the micropile that is bonded to the ground and which is conceptually used to transfer the applied axial loads to the surrounding soil or bedrock. Also known as the load transfer length.

E. Casing: Steel tube introduced during the drilling process in overburden soil to temporarily stabilize the drill hole. Depending on the details of the micropile construction and composition, this casing may be fully extracted during or after grouting, or may remain partially or completely in place, as part of the final pile configuration.

F. Centralizer: A device to support and position the reinforcing steel in the center of the drill hole and/or casing so that a minimum grout cover is provided.

G. Coupler: The means by which load capacity can be transmitted from one partial length of reinforcement to another.

H. Creep Movement: The movement that occurs during the creep test of a micropile under a constant load.

I. Design Load (DL): The maximum unfactored load expected to be applied to the micropile during its service life.

J. Encapsulation: a corrugated or deformed tube protecting the reinforcing steel against corrosion.

K. Elastic Movement: The recoverable movement measured during a micropile test.

L. Free (unbonded) Length: The designed length of the micropile that is not bonded to the surrounding ground or rock or grout during testing.

M. Micropile: A small diameter bored, cast-in-place composite pile in which the applied load is resisted by steel reinforcement, cement grout, and frictional grout/ground bond. End bearing capacity is ignored. The micropile uses high capacity steel elements, occupying up to 50 percent of the hole volume, as the principle (or sole) load bearing element, with the surrounding grout serving only to transfer, by friction, the applied load between the rock and the steel.

N. Plunge Length: The length that the pile casing is inserted into the grout-to-ground bond zone.

O. Post-grouting: The injection of additional grout into the load transfer length of a micropile after the primary grout has set. Also known as regrouting or secondary grouting.

P. Preloading: The principle whereby load is applied to the micropile, prior to the micropile's connection to the structure, to minimize any structural movement in service.

Q. Primary Grout: Portland cement-based grout injected into the micropile hole prior to or after the installation of the reinforcement to provide the load transfer to the surrounding ground along the micropile. The primary grout also affords a degree of corrosion protection in compression.

R. Proof Test: Incremental loading of a production micropile, recording the total movement at each increment.

S. Reinforcement: The steel component of the micropile that accepts and/or resists applied loadings.

T. Residual Movement: The non-elastic (non-recoverable) movement of a micropile measured during load testing.

U. Safety Factor: The ratio of the ultimate capacity to the working load used for the design of any component or interface.

V. Sheathing: Smooth or corrugated piping or tubing that protects the reinforcing steel against corrosion.

W. Single Tube Drilling: The advancement of a steel casing through overburden usually aided by water flushing through the casing. Also known as "external flush." The fluid may or may not return to the surface around the casing, depending largely on the permeability of the overburden.

X. Spacer: A device to separate elements of a multiple-element reinforcement.

Y. Test Load (TL): The maximum to which the micropile is subjected during testing.

Z. Tremie Grouting: The placing of grout in a bore hole via a grout pile introduced to the bottom of the hole. During grouting, the exit of the pipe is kept at least 10 feet below the level of the grout in the hole.

AA. Type A-D: Classification of micropiles based on method and pressure of grouting (see FHWA, 1997).

BB. Working Drawings: Drawings prepared by the Micropile Design Engineer indicating plan and details of micropile construction.

CC. Working Load: Equivalent term for design load.

1.6 QUALITY ASSURANCE

A. Micropile Contractor's Experience: Micropile Contractor shall have a minimum of three projects successfully constructed in the last 10 years.

B. The Contractor shall assign a supervisor to the work. The supervisor shall have experience on at least three projects of similar scope to this project completed over the past 10 years. The Contractor shall not use consultants or manufacturers' representatives to satisfy the supervisor's requirements of this section.

C. Micropile Designer Experience: The design of the micropiles shall be the responsibility of the micropile subcontractor. The micropiles shall be designed by a licensed professional engineer. The micropile designer may either be an employee of the micropile subcontractor or a separate consultant designer meeting the stated experience requirements.

1.7 INSURANCE

A. Professional Liability insurance shall be provided as specified in Section 01015. Proof of insurance shall be submitted to the Owner or the Project Engineer of Record.

1.8 AVAILABLE INFORMATION

A. The geotechnical information available to Contractor from Owner contains the results of exploratory borings obtained in the general vicinity of the proposed micropile locations.

1.9 MICROPILE DESIGN AND PERFORMANCE REQUIREMENTS

A. The micropiles shall be designed to meet the specified loading conditions as provided by the Owner. The design shall:

1. Ignore the overburden soil contribution to the design load of the micropile.
2. Select the overall length of a micropile such that the required design load is developed by skin friction between grout and bedrock (grout/rock bond) in competent material over a suitable length.
3. Include end bearing with socketing into suitable bedrock.
4. Base the lateral capacity of the vertical micropiles soil profile combined in the geotechnical report.

B. The micropiles shall be designed using the Service Load Design (SLD) procedures contained in the FHWA "Micropile Design and Construction Guidelines Manual," Report No. FHWA-SA-97-070. The piles shall be designed for lateral loads as provided as shown on the drawings.

C. The required geotechnical safety factors/strength factors (for SLD Design) shall be in accordance with the FHWA manual, unless specified otherwise. Allowable grout/rock bond values and corrosion protection requirements shall be as specified herein. Structural design of any individual micropile structure elements not covered in the FHWA manual shall be by the service load design method in conformance with appropriate articles of the most current edition of the AASHTO Standard Specifications for Highway Bridges, including current interim specifications.

D. Micropile Foundation Attachment: The micropile top attachment shall effectively distribute the design load (DL) to the concrete foundation such that the concrete bearing stress does not exceed those in ACI 318 and the bending stress in the steel plates (if used) does not exceed AISC allowable stresses for steel members.

E. Corrosion Protection: Steel pipe used for micropile permanent casing shall incorporate an additional 1/16 inch thickness of sacrificial steel for corrosion protection. Grout cover on center reinforcing steel shall be a minimum of 0.5 inch in rock. If protective coatings (epoxy, galvanization, or encapsulation) are proved in compression, minimum cover may be 0.25 inch in soil or rock.

1.10 SUBMITTALS

A. General: The following information shall be submitted to the Owner in accordance with the submittals section. Work shall not begin until the appropriate submittals have been received and reviewed.

B. Working Drawings and Design Calculations: Working drawings and relevant structural design calculations for the micropile system or systems intended for use shall be submitted prior to planned start of construction. All design submittals shall be sealed by a Registered Professional Engineer, licensed in the State of Missouri. The working drawings shall include notes describing in detail the construction procedures, including an explanation of the drilling, grouting and reinforcing steel placement, The working drawings shall also include:

1. Micropile identification number, location, and pattern.
2. Micropile design load.
3. Casing size Type and size of reinforcing steel.
4. Casing plunge length.
5. Minimum total bond length.
6. Total micropile length.
7. Depth of socket into rock.

C. Equipment: A description of major equipment that will be used for installing the pile components.

D. Structural Steel Drawings: Drawings for all structural steel, including the micropile components, corrosion protection system, pile top attachment and bond length details.

E. Mill Tests Reports: Certified mill test reports, including ultimate strength, yield strength, elongation, and composition shall be included. For steel pipe used as permanent casing, or core steel, the Contractor shall submit a minimum of two representative coupon tests or mill certifications (if available).

F. Grout Mix Design: Grout mix designs, including details of all materials to be incorporated, and the procedure for mixing and placing. This submittal shall include certified test results verifying the acceptability of the proposed mix designs.

G. Test Piles: Detailed plans for the method proposed for testing the micropiles (both verification and proof test). This shall include all necessary drawings and details to clearly describe the test method and equipment proposed.

H. Calibration Reports: Calibration reports for each test jack, pressure gauge, and master pressure gauge to be used. The calibration tests shall have been performed by an independent testing laboratory and tests shall have been performed within one year of the date submitted.

I. Installation Records: The Contractor shall prepare and submit to the Owner, records of the pile installation. The records shall be complete within 24 hours after each pile installation is completed. The records shall include the following minimum information:

1. Pile drilling duration and observations (e.g., flush return). Information on soil and rock encountered, including description of strata, water, voids encountered etc.
2. Approximate final tip elevation.
3. Depth of socket into rock.
4. Cut-off elevation.
5. Design loads.

6. Description of unusual installation behavior, conditions.
7. Any deviations from the intended parameters.
8. Grout pressures attained, where applicable.
9. Grout quantities pumped (place per each pile).
10. Pile materials and dimensions.
11. Micropile test records, analysis, and details.
12. In addition, as-built drawings showing the location of the piles, their depth, and details of their composition shall be submitted within 30 calendar days of the project completion.

1.11 Preconstruction Meeting: A preconstruction meeting will be scheduled by the Engineer and held prior to the start of micropile construction. The design Engineer, supervising Engineer, prime Contractor, and micropile specialty Contractor, shall attend the meeting. Attendance is mandatory. The preconstruction meeting will be conducted to clarify the construction requirements for the work, to coordinate the construction schedule and activities, and to identify contractual relationships and delineation of responsibilities amongst the prime Contractor and the various Subcontractors – specifically those pertaining to excavation for micropile structures, installation of temporary sheeting, anticipated subsurface conditions, micropile installation and testing, micropile structure survey control and site drainage control.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Furnish materials new and without defects. Remove defective materials from the Site at no additional cost to the Owner. All steel materials shall be hot dipped galvanized. Materials for micropiles shall be as follows:

1. Admixtures for Grout: Admixtures shall conform to the requirements of ASTM C494/AASHTO M194. Admixtures that control bleed, improve flowability, reduce water content, and retard set may be used in the grout. Admixtures shall be compatible with the grout and mixed in acco9rdance with the manufacturer's recommendations. Expansive admixtures shall only be added to the grout used for filling sealed encapsulations and anchorage covers. Accelerators are not permitted. Admixtures containing chlorides are not permitted.
2. Cement: All cement shall be Portland cement conforming to ASTM C150/.AASHTO M85, Type I or II.
3. Centralizers and Spacers: Centralizers and spacers shall be fabricated from schedule 40 PVC pipe or tube, steel, or material non-detrimental to the reinforcing steel. Wood shall not be used. Centralizers and spacers shall be securely attached to the reinforcement; sized to position the reinforcement within 3/8 inch of plan location from center of pile; sized to allow grout tremie pipe insertion to the bottom of the drill hole; and sized to allow grout to freely flow up the drill hole and casing and between adjacent reinforcing bars.
4. Fine Aggregate: If sand-cement grout is used, sand shall conform to ASTM C144/AASHTO M45.
5. Grout: Neat cement or sand/cement mixture with a minimum three-day compressive strength of 2,000 psi and a 28-day compressive strength of 5,000 psi per AASHTO T106/ASTM C109.
6. Grout Protection: Provide a minimum 1 inch grout cover over bare or epoxy-coated bars (excluding bar couplers) or minimum ½ inch grout cover over the encapsulation of encapsulated bars.

7. Permanent Casing Pipe: Permanent steel casing/pipe shall be hot dipped galvanized and have the diameter and at least minimum wall thickness shown on the approved working drawings.
8. Plates and Shapes: Structural steel plates and shapes for pile top attachments shall conform to ASTM A36/AASHTO M183, or ASTM A572/AASHTO M223, Grade 50 and hot dipped galvanized.

    a. Shall meet the tensile requirements of ASTM A252, Grade 3, except the yield strength shall be a minimum of 50,000 psi to 75,000 psi as used in the design submittal.
    b. Maybe new "Structure Grade" (a.k.a. "Mill Secondary") steel pipe meeting above but without mill certification, free from defects (dents, cracks, tears), and with two coupon tests per truckload delivered to the fabricator.
    c. For permanent casing/pipe that will be shop or field welded, the following fabrication or construction conditions apply:

        1) The steel pipe shall not be joined by welded lap splicing.
        2) Welded seams and splices shall be complete penetration welds.
        3) Partial penetration welds may be restored in conformance with AWS D1.1.

    d. Threaded casing joints shall develop at least the required nominal resistance used in the design of the micropile.

9. Reinforcing Bars: Reinforcing steel shall be deformed bars in accordance with ASTM A 615/AASHTO M31, Grade 60 or Grade 75, or ASTM A722/AASHTO M275, Grade 150. Bar tendon couplers, if required, shall develop the ultimate tensile strength of the bars without evidence of any failure.
10. Water: Water used in the grout mix shall conform to AASHTO T26 and shall be potable, clean, and free from substances that may be injurious to cement and steel.

PART 3 - EXECUTION

3.1 SITE CONTROLS

A. General: The Contractor shall control and properly dispose of drill flush and construction-related waste, including excess grout, in accordance with all applicable Laws and Regulations; provide positive control and discharge of all surface water that will affect construction of the micropile installation; and maintain all pipes or conduits used to control surface water during construction. Damage caused by surface water shall be repaired at no additional cost to the Owner. Upon Substantial Completion of the Work, surface water control pipes or conduits shall be removed from the site.

3.2 TOLERANCES

A. Centerline of piling shall not be more than three inches from indicated final drawing locations.

B. Pile shall be plumb within two percent of total length plan alignment.

C. Top elevation of pile shall be plus one inch or minus ½ inch maximum from vertical elevation indicated.

D. Centerline of reinforcing steel shall not be more than ½ inch from indicated location on drawings.

3.3 MICROPILE INSTALLATION

A. General: The Contractor shall select the grouting procedure, and the grouting pressure used for the installation of the micropiles. The Contractor shall also determine the micropile casing size, final drill hole diameter and bond length, and central tendon reinforcement steel sizing necessary to develop the specified load capacities and load testing requirements. Completed micropiles displaced or damaged by the installation equipment shall be repaired or replaced at no cost to the Owner.

B. Drilling: The drilling equipment shall be suitable for drilling through the conditions to be encountered, without causing damage to any overlying or adjacent structures or services. Vibratory pile driving hammers shall not be used to advance casing.

C. Ground Heave or Subsidence: During construction, the Contractor shall observe the conditions in the vicinity of the micropile construction site on a daily basis for signs of ground heave or subsidence. The Contractor shall immediately notify the Owner if signs of movement are observed. Contractor shall immediately suspend or modify drilling or grouting operations if ground heave or subsidence is observed. If the Owner determines that the movements require corrective action, the Contractor shall take corrective actions necessary to stop the movement or perform repairs. When due to the Contractor's methods, operations, or failure to follow the specified/approved construction sequence, the costs of providing corrective actions shall be borne by the Contractor. When due to differing site conditions, the costs of providing corrective actions will be paid as extra work.

D. Pipe Casing and Reinforcing Bars Placement and Splicing: Reinforcement may be placed either prior to grouting or placed into the grout-filled drill hole before temporary casing (if used) is withdrawn. Reinforcement surface shall be free of deleterious substances such as soil, mud, grease, or oil that might contaminate the grout or coat the reinforcement and impair bond. Pile cages and reinforcement groups, if used, shall be sufficiently robust to withstand the installation and grouting process and the withdrawal of the drill casings without damage or disturbance.

1. The Contractor shall check pile top elevations and adjust all installed micropiles to the plan elevations.
2. Centralizers and spacers (if used) shall be provided at 10 foot centers maximum spacing. The upper and lower most centralizer shall be located a maximum of five feet from the top and bottom of the micropile. Centralizers and spacers shall permit the free flow of grout without causing misalignment of the reinforcing bar(s) and permanent casing. The central reinforcement bars with centralizers shall be lowered into the stabilized drill hole and set.
3. Reinforcing that does not extend the full length of the micropile shall not be dropped and allowed to free fall into the drill hole. The Contractor shall lower the reinforcing bar into the hole with a measured length of wire or similar method to ensure the reinforcing is placed in the proper location in the drill hole. The reinforcing steel shall be inserted into the drill hole to the desired depth without difficulty. Partially inserted reinforcing bars shall not be driven or forced into the hole. Contractor shall redrill and reinsert reinforcing steel when necessary to facilitate insertion.

E. Grouting: The Contractor shall provide systems and equipment to measure the grout quality, quantity, and pumping pressure during the grouting operations.

1. After drilling, the hole shall be flushed with water and/or air to remove drill cuttings and/or other loose debris. The Contractor shall provide a stable, homogenous neat cement grout or a sand cement grout with a minimum 28-day unconfined compressive strength of 5000 psi. The grout shall not contain lumps or any other evidence of poor or incomplete mixing. Admixtures, if used, shall be mixed in accordance with manufacturer's recommendations. The pump shall be equipped with a pressure gauge to monitor grout pressures. The pressure gauge shall be capable of measuring pressures of at least 150 psi or twice the actual grout pressures used by the Contractor, whichever is greater. The grouting equipment shall be sized to enable the grout to be pumped in one continuous operation. The grout should be kept in constant agitation prior to pumping.
2. The grout shall be injected from the lowest point of the drill hole (by tremie methods) until clean, pure grout flows from the top of the micropile. The tremie grout shall be pumped through a grout tube. Subsequent to tremie grouting, all grouting operations associated, for example pressure grouting, must ensure complete continuity of the grout column. The use of compressed air to directly pressurize the fluid grout is not permissible. The grout pressures and grout takes shall be controlled to prevent excessive heave in cohesive soils or fracturing of soil or rock formations. The entire pile shall be grouted to the design cut-off level.
3. Upon completion of grouting, the grout tube shall be removed.

F. Grout Testing: Grout within the micropile verification and proof test piles shall attain the minimum required three-day compressive strength of 2,000 psi prior to load testing. During production, micropile grout shall be tested by the Contractor for compressive strength in accordance with AASHTO T 106/ASTM C109 at a frequency of no less than one set of three grout cubes or cylinders from each grout plant each day of operation or per every 20 piles, whichever occurs more frequently. The compressive strength shall be the average of the three cubes tested.

1. Grout consistency as measured by grout density shall be determined by the Contractor in accordance with ASTM C188/AASHTO T133 or API RP-13B-1 at a frequency of at least one test per pile, conducted just prior to start of pile grouting. The Baroid Mud Balance used in accordance with API RP-13B-1 is an approved device for determining the grout density of neat cement grout.
2. Grout samples shall be taken directly from the grout plant. Grout cube compressive strength and grout density test results shall be provided to the Owner within 24 hours of testing.

3.4 PILE LOAD TESTS

A. Pre-Production Pile Load Tests: one pile load test shall be performed to verify the adequacy of the design of the pile system(s), and the proposed construction procedures prior to installation of production piles. Sacrificial verification compressive load test shall be constructed prior to the commencement of the installation of the production micropiles.

1. The Contractor shall submit for review and acceptance the proposed micropile load testing procedure. The testing program shall be provided one week prior to starting the load testing. This micropile verification load testing proposal shall be in general conformance with ASTM D1143 and/or D3689 and shall indicate the minimum following information:

    a. Type and accuracy of apparatus for measuring load.
    b. Type and accuracy of apparatus for applying load.
    c. Type and accuracy of apparatus for measuring the pile deformation.

d. Type and capacity of reaction load system, including sealed design drawings.
e. Hydraulic jack calibration report.

2. These micropile load test results shall verify the suitability of the Contractor's design and installation methods. The tests shall be performed at a location to be determined by the Contractor and approved by the Owner/Engineer.
3. The drilling and grouting methods, casing and other reinforcement details, and depth of embedment for the test pile shall be identical to the production piles, except where approved otherwise.
4. The tested micropiles shall be loaded to 200% of the compression or tension design load (DL) (i.e. 2.0 DL). The load tested piles must be of the same design as the production piles to ensure meaningful results. The jack shall be positioned at the beginning of the test such that the unloading and repositioning of the jack during the test will not be required. Piles shall be tested under compression loads prior to testing under tension loads. An Alignment Load (AL if required) may be applied to the pile prior to setting the movement recording devices. This Alignment Load shall be no more than 10% of Design Load (i.e. 0.1 DL): dial gauges shall be zeroed at the first setting of AL.
5. Acceptable load and movement criteria are defined below:

Load	Hold Time (Minutes)
AL	-
0.15 DL	2.5
0.30 DL	2.5
0.45 DL	2.5
AL	1
0.15 DL	1
0.45 DL	1
0.60 DL	2.5
0.75 DL	2.5
0.90 DL	2.5
1.00 DL	2.5
AL	1
0.15 DL	1
1.00 DL	
1.15 DL	2.5
1.30 DL	10*
1.45 DL	2.5
AL	1
0.15 DL	1
1.45 DL	1
1.60 DL	1
1.75 DL	2.5
1.90 DL	2.5
2.00 DL	10
1.50 DL	5
1.00 DL	5
0.50 DL	5
AL	

- *Hold until meet acceptance criterion 2 below.
- AL = Alignment Load
- DL = Design Load

6. Measurement of pile movement shall be obtained at each increment. The load hold period shall start as soon as the test load is applied and the pile movement, with respect to a fixed reference, shall be measured and recorded at 1, 2, 3, 4, 5, and 10 minutes (load cycle only).
7. The acceptance criteria for micropile verification load tests are:

    a. The pile shall sustain the compression and tension design loads (1.0 DL) with no more than 0.50 in. total vertical movement at the top of the pile as measured relative to the top of the pile prior to the start of testing. If an Alignment Load is used, then the allowable movement shall be reduced by multiplying by a factor of (DL-AL)/DL. (This conservatively accounts for the movement in reaching AL).
    b. Test piles shall have a creep rate at the end of the 130% DL increment which is not greater than 0.040 in./log cycle time from 1 to 10 minutes or 0.080 in./log cycle time from 6 to 60 minutes and has a linear or decreasing creep rate.
    c. Failure does not occur at the 2.0 DL maximum compression and tension loads. Failure is defined as load at which attempts to further increase the test load simply result in continued pile movement.

8. The Contractor shall provide the Owner a written report confirming micropile geometry and construction details within 7 working days after the completion of the pre-production tests. This written confirmation shall either confirm the bond lengths as shown in the drawings for micropiles or propose modifications based upon the results of the verification tests.
9. When a micropile fails to meet the acceptance criteria, the cause(s) shall be established and modifications shall be made to the design, the construction procedures, or both. These modifications include, but are not limited to, installing replacement micropiles, modifying the installation methods, increasing the bond length, regrouting via preplaced regrout tubes, or changing the micropile type.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: The contractor shall employ a qualified independent testing agency to perform tests and inspections on micropile load tests and micropile installation.
    1. Testing Agency shall observe installation of load test of micropiles and verify load test results.
    2. Testing agency shall observe installation of production micropiles and verify information submitted by Contractor.

END OF SECTION 316400

SECTION 329300 - PLANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plant materials.
2. Weed-control barriers.
3. Mulches.
4. Landscape edgings.

1.2 ACTION SUBMITTALS

A. Product data of plants to be installed.

B. Samples of each type of mulch.

1.3 INFORMATIONAL SUBMITTALS

A. Product certificates.

B. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 QUALITY ASSURANCE

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

1. Installer's Field Supervision: Maintain an experienced full-time supervisor on Project site when work is in progress.

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

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver bare-root stock plants within 7 days of digging. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting. Transport in covered, temperature-controlled vehicles, and keep plants cool and protected from sun and wind at all times.

B. Handle planting stock by root ball.

C. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F (16 to 18 deg C) until planting.

D. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1.7 WARRANTY

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

1. Failures include, but are not limited to, the following:

    a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
    b. Structural failures, including plantings falling or blowing over.

2. Warranty Periods: From date of planting completion, Warranty periods in "Trees, Shrubs, Vines, and Ornamental Grasses"; "Ground Covers, Biennials, Perennials, and Other Plants"; and "Annuals" subparagraphs below are examples only for some categories of plants; revise or insert other plant categories to suit Project.

    a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
    b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
    c. Annuals: Two months.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, to match existing with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

B. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare in accordance with ANSI Z60.1.

C. Annuals and Biennials: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery.

2.2 TREE-STABILIZATION MATERIALS

A. Trunk-Stabilization Materials:

1. Upright and Guy Stakes: Rough-sawn, sound, new softwood with specified wood pressure-preservative treatment, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated, pointed at one end.
2. Wood Deadmen: Timbers measuring 8 inches in diameter and 48 inches long, treated with specified wood pressure-preservative treatment.
3. Flexible Ties: Wide rubber or elastic bands or straps of length required to reach stakes.

PART 3 - EXECUTION

3.1 PLANTING AREA ESTABLISHMENT

A. General: Prepare planting area for soil placement and mix planting soil in accordance with general practice.

B. Placing Planting Soil: Place and mix planting soil in-place over exposed subgrade.

C. Before planting, obtain Engineer’s acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.2 EXCAVATION FOR TREES AND SHRUBS

A. Planting Pits and Trenches: Excavate circular planting pits.

1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
2. Excavate approximately three times as wide as ball diameter for balled and burlapped stock.
3. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
4. Do not excavate deeper than depth of root ball, measured from the root flare to the bottom of root ball.

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

3.3 TREE, SHRUB, AND VINE PLANTING

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

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

C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare **1 inch** adjacent finish grades.

1. Backfill: Planting soil for all plantings.
2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

4. Continue backfilling process. Water again after placing and tamping final layer of soil.

D. Balled and Potted and Container-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare **1 inch** finish grades.

3.4 GROUND COVER AND PLANT PLANTING

A. Set out and space ground cover and plants other than trees, shrubs, and vines to match existing in even rows with triangular spacing.

B. Use planting soil and existing soil for backfill.

C. Dig holes large enough to allow spreading of roots.

D. Work soil around roots to eliminate air pockets and leave slight saucer indentation around plants to hold water.

E. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

F. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.5 INSTALLATION OF MULCHES

A. Mulch backfilled surfaces of planting areas and other areas to match existing.

3.6 PLANT MAINTENANCE

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

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

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

3.7 CLEANING AND PROTECTION

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

END OF SECTION 329300

APPENDIX 1

SUBSURFACE INVESTIGATION, SOIL ANALYSIS AND CONSTRUCTINON CONSIDERATIONS

FOR

EW Thompson State School

Sedalia, Missouri

PREPARED FOR:

STRUCTURAL ENGINEERING ASSOCIATES

1000 WALNUT ST.

KANSAS CITY, MO ZIP 64106

ATTN: RALPH C. JONES

NOVEMBER 1, 2023

PREPARED BY:

Engineering Surveys & Services

1113 FAY STREET

COLUMBIA, MO 65201

573-449-2646

Engineering Surveys & Services
DELIVERING YOUR VISION ™

www.ess-inc.com
Columbia | 573-449-2646
Sedalia | 660-826-8618
Jefferson City | 573-636-3303

November 1, 2022

Mr. Ralph C. Jones
Structural Engineering Associates
1000 Walnut Street
Kansas City, MO 64106

RE: Geotechnical Engineering
EW Thompson State School
Sedalia, Missouri

Dear Mr. Jones:

We have conducted a subsurface investigation and evaluated subsurface conditions for the above referenced project. The following report includes the results of the investigation, evaluation of existing site conditions, and our recommendations regarding foundation remediation.

We appreciate the opportunity to assist you on this project and anticipate inquiries during the design phase. We stand ready to assist during the design phase and through construction with a full range of construction-oriented engineering, surveying, and laboratory services. If we can be of further assistance, please do not hesitate to contact us.

Prepared by,

Cullan A. Even, PE

STATE OF MISSOURI
CULLAN AVERY
EVEN
NUMBER
PE-2021007379
11-01-2023
PROFESSIONAL ENGINEER

Reviewed by,

Randall A. Lee, PE, RG

STATE OF MISSOURI
RANDALL
ALAN LEE
NUMBER
E-27957
REGISTERED PROFESSIONAL ENGINEER

STATE OF MISSOURI
RANDALL A. LEE
RG 0902
REGISTERED GEOLOGIST

11-01-23

Enclosures
cc: Jones

TABLE OF CONTENTS

1 EXECUTIVE SUMMARY

A limited subsurface investigation has been performed for the proposed foundation improvements at the EW Thompson State School in Sedalia, Missouri. The purpose of this investigation was to determine the subsurface profile and to provide soil design parameters for use in foundation repair recommendations around the perimeter of the existing structure. The building is configured in an "L" shape, with approximate dimensions of 136 feet north to south and 146 feet east to west with a finished floor elevation of approximately 850.0 feet.

The project site is located in the western part of the City of Sedalia, in Pettis County, Missouri. The site is bordered in all directions by industrial property and is in the northwest quadrant of the intersection of West 16th Street and Thompson Boulevard.

A total of three (3) borings were proposed for this investigation. One boring was located near the northeast corner of the building, one near the northwest corner of the building, and one near the southern entrance by the playground. See boring location map attached to this document.

The subsurface conditions encountered across the site were fairly consistent. In general, the borings revealed approximately 6 inches of topsoil/vegetative layer underlain by silty clay. Manmade fill consisting of silty sandy clay was encountered directly below the topsoil material and extended to depths between 1.0 and 1.5 feet. The fill material was in turn underlain by native silty soils with gravel and cobble content increasing with depth. Gravel was encountered between 8 and 13 feet, with cobble between 9.5 and 17 feet. Underlying the cobbles at all three of the boring locations, limestone bedrock was encountered at depths ranging from 16 to 18 feet.

Several intermediate and deep foundation repair methods were considered for this project; however, due to the presence of the gravel and cobble layers, we recommend a micro pile system end-bearing on bedrock for this project. The presence of gravel and cobble within the substrate would make installation of both push pile and helical anchor systems difficult to achieve. Standard Penetration Test (SPT) data indicated that the clay rich soils were not uniform in consistency, which can cause issues with getting optimal resistance when installing helical piles. Cobble can cause helical piles to spin out and not reach required torque in addition to limiting advancement of push piles before reaching solid bedrock.

Micro-piles advanced to the underlying limestone bedrock may be designed with an end bearing capacity of 20 ksf. A skin friction value of 1,500 psf may be used for underlying limestone and shale. Actual pile design and loading capacity; however, would be determined by the specialty contractor.

The exploration and analysis of the foundation conditions are considered to be in sufficient detail and scope to form a reasonable basis for design. The recommendations submitted are based on the results of our geotechnical investigation and analysis, and the loading information provided by others.

This summary should be used in combination with the complete report for design considerations. Additional information and details on the investigation and recommendations, not mentioned in this summary, are contained within the report. This summary should be used in combination with the complete report for design considerations.

2 PROJECT SCOPE

The scope of the investigation included a reconnaissance of the site, a review of all available subsurface data in the vicinity, a subsurface investigation consisting of three (3) soil borings to depths ranging from 16.0 to 18.0 feet, laboratory soil testing, and an engineering analysis and evaluation of the foundation materials present at the site.

The purpose of the investigation was to determine the types of subsurface materials present at the site likely to be encountered or affected by the proposed construction; to determine the general engineering characteristics of the various materials; to determine the seismic site class according to the *2018 International Building Codes*; and to provide a basis for recommendations regarding subgrade materials.

3 DESCRIPTION OF THE SITE AND PROJECT

3.1 SITE LOCATION

The project site is located in the western part of the City of Sedalia, in Pettis County, Missouri. The site is bordered in all directions by industrial property and is in the northwest quadrant of the intersection of West 16th Street and Thompson Boulevard. Specifically, the site is in the southeast quadrant of Section 6, Township 45 North, Range 21 West of the Fifth Principal Meridian (Latitude: 38.699931°; Longitude: -93.265943°). See the *Vicinity Map* in the Appendix of this report.

3.2 PROJECT DESCRIPTION

The project is expected to consist of installing a remediation system to stop or limit foundation settlement around the perimeter of the existing school.

3.3 SITE DESCRIPTION, TOPOGRAPHY, AND DRAINAGE

The project site has been modified by man in that it has been used as a school since construction sometime in the late 1970's.

The project site can best be described as gently sloping away from the building in all directions. Site drainage is handled by a combination of infiltration and runoff to various storm inlets around the property.

4 GEOLOGY OF AREA

4.1 GENERAL

Pettis County and the Sedalia area are near the northern edge of the Ozark Uplift. Bedrock in the area is primarily Mississippian aged Osagean and Kinderhookian series, of the Burlington and Chouteau limestone formations, respectively. Being predominantly carbonate materials, limestone can be subject to solution activity and the development of karst features. A review of the maps on the Missouri Center for Applied Research and Environmental Systems website does not indicate any sinkhole activity within eight (8) miles of the project site. Although not anticipated, sinkhole development can appear at any time. Activities of man, both on the site and off, can alter surface drainage and other site conditions. These activities could accelerate the development of caves and sinkholes in areas with no evidence of this activity.

Unlithified deposits in the Pettis County area commonly consist of residual soils, alluvial deposits in the floodplains, and loessal deposits on the plateaus. Residual soils are formed from the weathering of the underlying bedrock. Residual soils in the Pettis County area are variable, with parent rock including cherty limestone, shale, and siltstone. Insoluble chert fragments are commonly found in a plastic clay or silty clay matrix. Shear strength and compressibility characteristics of residual soils are highly variable, depending upon their stratigraphic location, degree of weathering, and site-specific conditions. Fluvial soils include soil particles suspended in rivers and streams and carried overland during high water, eventually settling out and depositing in the floodplains as the flood waters recede. Fluvial deposits typically have low to moderate shear strength and are moderate to highly compressible but may vary dependent upon site specific conditions. Loess is a wind-blown deposit comprised of silt with varying amounts of clay which is believed to have been eroded from the floodplains. Typically, the material becomes finer and increases in clay content with distance from the associated floodplain. Loess is readily erodible and exhibits variable shear strength and compressibility characteristics depending upon the site's specific geologic history. Loess may range from relatively low to high plasticity. The upper soils across the site appear to be loessal in origin. As a wind-blown deposit, the bedding and stratification of these soils is often irregular, with distinct deposits occurring as lenses or irregular zones of soil.

Beneath the loessal materials, residual soils weathered from the underlying bedrock were encountered. These soils are weathered from limestone parent rock, and contain insoluble residues of clay and chert, with some remnant limestone fragments ranging from gravel to boulder size. The bedrock encountered during this investigation consists of limestone or dolomitic limestone and is believed to be the Sedalia or Chouteau formation of the Mississippian age Kinderhook series.

5 Field Investigation

Field investigations consisting of a site reconnaissance, a review of subsurface records for the area, and the drilling of three soil borings were performed on October 3, 2023. The field investigation and the site reconnaissance were performed in accordance with procedures outlined in ASTM D420.

5.1 Drilling

The borings were advanced to depths ranging from 16.0 to 18.0 feet. All drilling was powered with a truck mounted drill rig using a carbide tipped finger bit. Boring locations are shown on the boring plan included in the Appendix of this report. Disturbed samples were obtained from auger cuttings or using a split-barrel sampler in accordance with ASTM D1586. Undisturbed samples were obtained using 3-inch O.D. thin-walled sampling procedures in accordance with ASTM D1587.

Drilling was monitored by an engineer from this firm. The engineer provided technical directions, logged the borings, performed field tests, and prepared and transported the samples to the laboratory for testing.

5.2 Field Tests and Measurements

Boring locations were based on accessibility and existing utility locations. Locations were laid out by means of measurement from building corners and elevations were obtained from topographic information provided by others. Boring locations are assumed correct to within $\pm$ 1.0 foot and elevations are assumed correct to $\pm$ 0.5 feet. Field observations are detailed in the boring logs included in the Appendix of this report.

6 LABORATORY INVESTIGATION

In conjunction with the field investigation, a laboratory investigation was conducted on the sampled materials to determine the engineering properties needed to analyze and predict subgrade performance. The laboratory investigation included supplementary visual classification, water content tests, unconfined compressive strength tests, dry density unit weight measurements, and Atterberg limit tests. All tests were performed by this firm in accordance with appropriate ASTM procedures in an ACOE accredited lab. Results may be found in the Appendix of this report.

Laboratory tests performed on soil samples retrieved during the field investigation provided a range of results. The natural moisture contents of the soils were found to range from 15 to 51 percent. The dry density of the undisturbed samples ranged from 71 to 100 pounds per cubic foot (pcf). The cohesion, as measured in the unconfined compression test, was found to be 0.5 tons per square foot (tsf). The Atterberg liquid limits ranged from 42 to 109 percent while the plastic limits ranged from 17 to 26 percent, giving plasticity indices from 24 to 83. This indicates the tested soils have a moderate to high plasticity.

7 SUBSURFACE CONDITIONS

7.1 GENERAL

The materials encountered during the subsurface investigation were visually classified according to ASTM D2488. The materials encountered during the field investigation are described in detail in Boring Logs included in the Appendix of this report. The stratification lines represent approximate boundaries, and the transition may be gradual.

7.2 DESCRIPTION OF SUBSURFACE MATERIALS

The subsurface conditions encountered across the site were fairly consistent. In general, the borings revealed approximately 6 inches of topsoil/vegetative layer underlain by silty clay. Manmade fill consisting of silty sandy clay was encountered directly below the topsoil material and extended to depths between 1.0 and 1.5 feet. The fill material was in turn underlain by native silty soils with gravel and cobble content increasing with depth. Gravel was encountered between 8 and 13 feet, with cobbles between 9.5 and 17 feet. Underlying the cobbles at all three of the boring locations, limestone bedrock was encountered at depths ranging from 16 to 18 feet.

7.3 UTILITIES

Utilities within the project include sewer, telecom, underground electric, gas service, and storm sewer. The exact locations of all utilities were not marked at the time of this investigation, including private storm lines connecting down spouts, electric, and gas service connections.

7.4 GROUNDWATER

A trace of groundwater was encountered in boring B3 at a depth of 13.0 feet. Groundwater is believed to be associated with pockets of soil that had a high concentration of cobble and gravel. Groundwater can possibly affect construction of the remediation system and the contractor should be prepared for dewatering operations. The exact location of the groundwater surface should be expected to fluctuate depending on normal seasonal variations in precipitation and other climatic conditions, surface runoff, permeability of onsite soils, continuity of pervious material, and other factors.

8 ENGINEERING ANALYSIS AND RECOMMENDATIONS

8.1 GENERAL

The engineering analysis and recommendations which follow are based upon the results of a geotechnical investigation, analysis, and the preliminary design information for the proposed construction. If the project scope is altered appreciably or differing geotechnical conditions are encountered than those noted in the Boring Logs, a review of the changes or conditions is recommended to determine their impact upon design.

8.2 SEISMIC LOADING

In the design of the proposed structures the following seismic parameters may be used. These parameters are based on the *2018 International Building Codes* and are site specific.

1.	Site Class	C
2.	Mapped Spectral Response, Short Periods (Ss)	0.140
3.	Mapped Spectral Response, Short Periods (S1)	0.082
4.	Site Coefficient as a Function of Ss (Fa)	1.2
5.	Site Coefficient as a Function of S1 (Fv)	1.7

8.3 SITE GRADING

Grade work for this project is anticipated to be minimum. Grade work will primarily consist of regrading after installation of the foundation remediation system.

8.4 FOUNDATION RECOMMENDATIONS

The preferred foundation remediation system is a series of micro-piles with either a pile cap or bracket tied to the existing foundation. Micro-piles generally use a combination of end bearing capacity and skin friction to carry the design load. Micro-piles advanced to the underlying limestone bedrock may be designed with an end bearing capacity of 20 ksf. A skin friction value of 1,500 psf may be used for underlying limestone and shale. Skin friction for the upper 3 feet of bedrock should not be used in load calculations due to the weathered nature of the rock. Actual pile design and loading capacity; however, would be determined by the specialty contractor. We recommend that a minimum of one pile load test be performed to verify the load bearing capacity of the piles. The entire perimeter of the structure should be supported on micro-piles to ensure that the building is bearing on the same material.

The advantages of micro piles are that they can easily be advanced through cobbles and boulders and thin limestone and shale beds into the massive underlying limestone, it transfers the load to the underlying bedrock, and the presence of sand and groundwater does not affect their construction.

To minimize the effect of seasonal moisture variations, provide frost protection, and improve performance, exterior pile caps should be constructed such that the bearing surface is a minimum of 36 inches below the adjacent exterior finish grade.

9 CONSTRUCTION CONSIDERATIONS

9.1 SITE PREPARATION

Site preparation will primarily consist of stripping topsoil and grubbing. All debris from demolition activities should be removed from the site. The potential for buried debris cells exists on any site, and a unit cost should be established for debris removal if encountered.

All utility trenches should be backfilled in accordance with appropriate controlled engineered fill specifications. All trench excavations should be made with sufficient working space to permit the placing, inspection, and completion of all work including backfill construction. It is recommended that a representative of the geotechnical engineer be present during fill placement and compaction to assure that adequate compaction is achieved and that proper methods are employed.

9.2 SITE EXCAVATION

General site excavation may be accomplished using earthwork equipment such as dozers, excavators, and scrapers. Although rock excavation is not anticipated, the encountering of large boulders is possible. It is recommended that a unit price for rock and debris removal be established in the contract documents, to address their presence.

In areas where the excavation side wall cannot be sloped to meet OSHA requirements, some form of shoring system will be required. Shoring systems may consist of trench boxes, soldier piles and lagging and sheet piles. The same design parameters presented in the retaining wall section may be used for design of the shoring system.

9.3 FOUNDATION EXCAVATION AND CONSTRUCTION

Foundation bearing surfaces should be free of loose soil and standing water and should be level. Foundation concrete should be placed the same day the foundation is excavated. Deleterious materials or isolated soft spots within the foundation should be overexcavated to a suitable base and filled to design bearing elevation with lean concrete.

9.4 CONSTRUCTION FILL AND BACKFILL

Engineered fill is defined as soil or granular fill containing sufficient fines to establish a moisture/density relationship. Engineered fill should be free of frozen soil, organics, rubbish, large rocks, wood, or other deleterious material. Cohesive soils should be uniformly compacted to at least 95 percent of the “Standard” maximum dry density and be within -2 to +4 percent of optimum moisture content as described by ASTM D698. Granular fill, such as MoDOT 1007 Type 1/5, should be compacted to at least 95% of the maximum dry density as determined by the Standard Proctor, ASTM D698. The moisture content should be low enough to prevent undue pumping but no less than 3% below optimum moisture content. Should the results of the in-place density tests indicate that the specified compaction limits have not been achieved, the area represented by the test should be reworked and retested as required until the specified limits are reached. Proposed fill should be analyzed by the geotechnical engineer as soon as borrow sources are identified to determine suitability and conformance with the following recommendations.

Soil classified as MH, OH, OL, or PT (high plasticity soils and organic soils) by the Unified Soil Classification System (ASTM D 2487) should not be imported for use as engineered fill. Soils that classify as CH should be analyzed and approved by a qualified geotechnical engineer prior to use on site. Limestone screenings or

"wastelime" may be used as the low volume change material for slabs-on-grade only when confined within a foundation system and should not be used under paved areas.

The fill material should be placed in layers, not to exceed eight inches in loose thickness, and should be wetted or dried as required to secure specified compaction. Effective spreading equipment should be used on each lift to obtain a uniform lift thickness prior to compaction. Each layer should be uniformly compacted by means of suitable equipment of the type required by the materials composing the fill. Material that is too wet to permit proper compaction may be stockpiled or spread and permitted to dry assisted by disking, harrowing, or pulverizing until the moisture content is reduced to a satisfactory value. The fill layers should be placed in horizontal lifts. Fill placed on slopes greater than 5H:1V should be benched into the slope to limit the potential of creating a slip plane between the existing soil and the freshly placed fill. The benches should be wide enough to accommodate the construction equipment, horizontal, and should be no more than three feet in height. Rocks and stones that exceed the thickness of the 8-inch loose lift layer should be removed and disposed of off the immediate construction site.

Fill and subgrade construction should not be started on foundation soil, partially completed fill, or subgrades that contain frost or ice. Fill should not be constructed of frozen soil. Frozen soil should be removed prior to placing fill material.

9.5 Climatic Considerations

The on-site soils are relatively sensitive to changes in atmospheric conditions and precipitation. These soils are predominantly clay, sand, and silt, and are subject to high rates of erosion, rapid loss of shear strength upon wetting, and shrink-swell behavior with changes in moisture content. The greatest impact of climatic conditions will occur within the first few inches of exposed soil surface. The contractor should take positive measures to limit erosion of the site following stripping and up to establishment of ground cover or turf. Earthwork operations may be delayed by heavy precipitation at the site,

10 Warranties and Limitations

This report has been prepared for the exclusive use of Structural Engineering Associates, and their consultants for the specific project discussed, in accordance with generally accepted soils engineering practices common to the central Missouri area. No other warranties, expressed or implied, are made.

This investigation and report do not constitute a guarantee of subsurface conditions, groundwater conditions, excavation characteristics or construction conditions. We recommend that excavation conditions across the site be evaluated during construction relative to this interpretation of subsurface conditions. Variations in subsurface conditions may occur that require evaluation or revision of geotechnical design parameters or recommendations. If the scope of the project is altered or differing geotechnical conditions are encountered, it would be advisable to review and update our recommendations in consideration of those findings or variations.

Recommendations contained in this report are based on subsurface conditions and proposed designs provided as of this date. The above study and recommendations are applicable only for the conditions and locations described, and for the specific project mentioned. Use of the data contained herein by others may require interpretation or analysis that was not contemplated by our investigation and analysis. The use of this data and any interpretations or conclusions developed by others are the sole responsibility of those firms or individuals.

Factors affecting design and construction often become apparent during detailed design or actual construction that were not anticipated in the pre-design or early design phases. Engineering Surveys and

Services is available during design and construction to assist in evaluating these factors and their impact on these geotechnical recommendations.

11 APPENDIX

11.1 VICINITY MAP

11.2 SYMBOLS AND TERMS

LAB NO. 15020

PROJECT: E W Thompson State School
Sedalia, Missouri

SYMBOLS AND TERMS

SAMPLE TYPES

Auger | Shelby Tube | Split Spoon | Giddings Tube | No Recovery | NX Core Boring | Roller Bit (Tri–Cone) | Concrete Corer | Down Hole Hammer

ABBREVIATIONS

⊗	Unconfined Compression (1)
●	Water Content (2)
+	Plastic (PL) & Liquid (LL) Limit (2)
USCS	Unified Soil Classification System
PI	Plasticity Index
ATD	At Time of Drilling
RQD	Rock Quality Designation
SS	Split Spoon – 1 3/8" I.D., 2" O.D.
ST	Shelby Tube – 3" O.D.
PA	Power Auger
HA	Hand Auger
AS	Auger Sample
S	Cuttings Sample
TV	Hand–Held Torvane

DEFINITIONS

Blows per ft.– Indicates blows per 12 inches of sampler penetration when driven by a 140–pound hammer falling freely 30 inches. The Standard Penetration Resistance is the number of blows for the last 12 inches of penetration of the split–spoon sampler.

NOTES

(1) Shear Strength Data plotted on cohesion scale of Boring Logs.

(2) Classification and Index Properties plotted on Water Content Scale of Boring Logs.

11.3 SUMMARY OF LABORATORY TEST RESULTS

LAB NO. 15020

PROJECT: E W Thompson State School
Sedalia, Missouri

SUMMARY OF LABORATORY TEST RESULTS

BORING NO.	SAMPLE NO.	DEPTH (FEET)	USCS CLASS	NATURAL MOISTURE CONTENT (%)	NATURAL DRY DENSITY (PCF)	ATTERBERG LIMITS LL	PL	PI	UNCONFINED COMPRESSION COHESION (TSF)	STRAIN %	REMARKS
B1	ST1	3.0-5.0	CL	23	100	48	17	31			PP = 4.3; TV = 1.5
	SS2	8.0-9.5		15							
B2	SS1	3.0-4.5	CH	25		65	23	42			PP = 4.5+; TV = 2.3
	ST2	8.0-9.0	CL	15		42	18	24			PP = 4.5+
	SS3	9.0-10.5		21							
	SS4	14.0-15.5		44							PP = 2.0; TV = 1.1
B3	SS1	3.0-4.5	CH	34		109	26	83			PP = 2.5; TV = 1.4
	ST2	7.0-8.5	CH	51	73	75	24	51	0.5	1.6	PP = 3.0; TV = 1.5
	SS3	13.0-14.5		51							PP = 2.5; TV = 1.4
	ST4	14.5-15.5	CH	51	71	92	24	68			PP = 2.5; TV = 0.8

PP=Pocket Penetrometer, TV=Hand Held Torvane

11.4 PLAN OF BORING LOCATIONS

LAB NO. 15020

PROJECT: E W Thompson State School
Sedalia, Missouri

PLAN OF BORING LOCATIONS

0 60 120

SCALE: 1" = 60'

N

LEGEND

B1 BORING

L15020 BORE LOGS.DWG 10/26/2023

Engineering Surveys
& Services

11.5 BORING LOGS

LAB NO. 15020

PROJECT: E W Thompson State School
Sedalia, Missouri

LOG OF BORING NO. B1

TYPE: 4" Solid Stem Auger

LOCATION: See Plan of Boring Locations
SURF. ELEV.: 849.5'

DEPTH, FT.	SAMPLE TYPE	SOIL DESCRIPTION (TYPE, COLOR, MOISTURE & OTHER)	BLOWS PER FT.	UNIFIED CLASSIFICATION	UNIT DRY WT. LB./CU.FT.
		TOPSOIL / VEGETATIVE LAYER			
		FILL: SILTY SANDY CLAY: Brown, moist, firm			
2		SILTY CLAY: Brown, moist, firm			
4		SILTY CLAY: Brown and orangish brown, moist, stiff, with trace of lignite		CL	100
6					
8					
		GRAVELLY CLAY: Reddish brown and gray, moist, firm to stiff	38		
10		-; with cobble			
12					
14					
16			50/3"		
		Spoon Refusal on Limestone			
18					
20					
22					

COHESION, TON/SQ.FT.
0.2 0.4 0.6 0.8 1.0 1.2 1.4

PLASTIC LIMIT — WATER CONTENT,% — LIQUID LIMIT
10 20 30 40 50 60 70

Completion Depth: 16.2'
Date: 3 October 2023

Depth to Water ATD: Not Encountered

L15020 BORE LOGS.DWG 10/26/2023

Engineering Surveys & Services

LAB NO. 15020

PROJECT: E W Thompson State School
Sedalia, Missouri

LOG OF BORING NO. B2

TYPE: 4" Solid Stem Auger

LOCATION: See Plan of Boring Locations
SURF. ELEV.: 849.5'

DEPTH, FT.	SAMPLE TYPE	SOIL DESCRIPTION (TYPE, COLOR, MOISTURE & OTHER)	BLOWS PER FT.	UNIFIED CLASSIFICATION	UNIT DRY WT. LB./CU.FT.
		TOPSOIL / VEGETATIVE LAYER			
		FILL: SILTY SANDY CLAY: Brown, moist, firm			
2		SILTY CLAY: Brown, stiff, dry			
		-; moist, hard	14	CH	
4					
6					
8		-; with gravel		CL	
10		GRAVELLY CLAY: Brown and gray, moist, firm, with chert	25		
12					
14		SILTY CLAY: Tan, moist, firm, with trace of lignite	7		
16		-; with cobble			
18		Auger Refusal on Limestone			
20					
22					

COHESION, TON/SQ.FT. ⊗
0.2 0.4 0.6 0.8 1.0 1.2 1.4

PLASTIC LIMIT — WATER CONTENT,% — LIQUID LIMIT
10 20 30 40 50 60 70

Completion Depth: 18.0'
Date: 3 October 2023

Depth to Water ATD: Not Encountered

L15020 BORE LOGS.DWG 10/26/2023

Engineering Surveys & Services

LAB NO. 15020

PROJECT: E W Thompson State School
Sedalia, Missouri

LOG OF BORING NO. B3

TYPE: 4" Solid Stem Auger

LOCATION: See Plan of Boring Locations
SURF. ELEV.: 849.5'

DEPTH, FT.	SAMPLE TYPE	SOIL DESCRIPTION (TYPE, COLOR, MOISTURE & OTHER)	BLOWS PER FT.	UNIFIED CLASSIFICATION	UNIT DRY WT. LB./CU.FT.	COHESION, TON/SQ.FT. (0.2 0.4 0.6 0.8 1.0 1.2 1.4) / PLASTIC LIMIT — WATER CONTENT,% — LIQUID LIMIT (10 20 30 40 50 60 70)
		TOPSOIL / VEGETATIVE LAYER				
		FILL: SILTY SANDY CLAY: Brown, moist, firm				
2		SILTY CLAY: Brown and orangish brown, stiff, dry				
4			9	CH		109
6						
8				CH	73	
10						
12						
14		GRAVELLY CLAY: Reddish brown, wet, firm, with chert	6			
		SHALEY CLAY: Orangish brown, moist, firm		CH	71	92
16		-; with cobble				
		Auger Refusal on Limestone				
18						
20						
22						

Completion Depth: 16.0'
Date: 3 October 2023

Depth to Water ATD: 13.0'

L15020 BORE LOGS.DWG 10/26/2023

Engineering Surveys & Services

Engineering Surveys & Services

DELIVERING YOUR VISION ™

COLUMBIA ♦ JEFFERSON CITY ♦ SEDALIA