

PROJECT MANUAL

*Replace Heat Pumps
BW Robinson State School
Rolla, Missouri*

Designed By: Mid MO Engineering Alliance, Inc
2009 Scenic Dr.
Jefferson City, MO 65101

Date Issued: July 24, 2025

Project No.: E2341-01

STATE *of* MISSOURI

OFFICE *of* ADMINISTRATION
Facilities Management, Design and Construction

SECTION 00 0107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: E2341-01

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:



EXPIRES 12-31-25

A handwritten signature in blue ink that reads "Wayne A. Strope".

Wayne A. Strope, PE
MMEA Engineers

END OF SECTION 00 0107

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SECTION 00 0115 - 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:

	<u>TITLE</u>	<u>SHEET #</u>	<u>DATE</u>
1.	Cover Sheet	G-001	07/24/25
2.	HVAC Demolition/Renovation Floor Plans	M-101	07/24/25
3.	Mechanical Schedules	M-601	07/24/25
4.	Power Demolition/Renovation Floor Plans	E-101	07/24/25

END OF SECTION 00 0115

SECTION 001116 - INVITATION FOR BID

1.0 OWNER:

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

2.0 PROJECT TITLE AND NUMBER:

- A. Replace Heat Pumps
BW Robinson State School
Rolla, Missouri
Project No.: E2341-01

3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, December 4, 2025
- B. **Only electronic bids sent to FMDCBids@oa.mo.gov shall be accepted:** (See Instructions to Bidders for further detail)

4.0 DESCRIPTION:

- A. Scope: The Project consists of Replacement of the BAS and HVAC systems.
- B. MBE/WBE/SDVE Goals: MBE 0%, WBE 0%, and SDVE 3%. **NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.**

5.0 PRE-BID MEETING:

- A. Place/Time: 10:00 AM, November 7, 2025, at BW Robinson State School, 300 Lanning Lane, Rolla, MO 65401.
- B. Access to State of Missouri property requires presentation of a photo ID by all persons.

6.0 HOW TO GET PLANS & SPECIFICATIONS:

- A. View Only Electronic bid sets are available at no cost or paper bid sets for a deposit of \$30.00 from American Document Solutions (ADS). MAKE CHECKS PAYABLE TO: American Document Solutions. Mail to: American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433, <https://www.adsplanroom.net>. NOTE: Prime contractors will be allowed a maximum of two bid sets at the deposit rate shown above. Other requesters will be allowed only one bid set at this rate. Additional bid sets or parts thereof may be obtained by any bidder at the cost of printing and shipping by request to American Document Solutions at the address shown above. Bidder must secure at least one bid set to become a planholder.
- B. **Refunds: Return plans and specifications in unmarked condition within 15 working days of bid opening to American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433. Deposits for plans not returned within 15 working days shall be forfeited.**
- C. Information for upcoming bids, including downloadable plans, specifications, Invitation for Bid, bid tabulation, award, addenda, and access to the ADS planholders list, is available on the Division of Facilities Management, Design and Construction's web site: <https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans>.

7.0 POINT OF CONTACT:

- A. Designer: Mid MO Engineering Alliance, Inc, Wayne Strobe, 573.636.2116, email: wayne@mmeaeng.com
- B. Project Manager: Cassandra Schmitz, 573.257.7033, email: cassandra.schmitz@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.
- C. This is a federally funded/assisted construction project that requires compliance by the awarded Bidder with applicable federal laws and regulations. The Bidder should review Section 007333, Supplementary General Conditions for Federally Funded/Assisted Construction Projects and Section 007334, Terms and Conditions for Contractor Receipt of Federal ARPA SLFRF Funds, which are made part of this Invitation to Bid and will be made part of the resulting contract by reference.

SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

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

2.0 - BID DOCUMENTS

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

3.0 - BIDDERS' OBLIGATIONS

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

4.0 - INTERPRETATIONS

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

5.0 - BIDS AND BIDDING PROCEDURE

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

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

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

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

6.0 - SIGNING OF BIDS

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

a joint venture or an attorney-in-fact, a document evidencing the individual's authority to execute contracts should be included with the bid form.

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

7.0 - RECEIVING BID SUBMITTALS

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

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

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

9.0 - AWARD OF CONTRACT

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

Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful Bidder certifies that he has complied with all applicable provisions of Section 285.230-234.

- H. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding a E-Verify is located at <https://www.e-verify.gov/employers/enrolling-in-e-verify>. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.
- I. The successful Bidder must be registered in MissouriBUYS powered by MOVERS at <https://missouribuyss.mo.gov/supplier-registration#> as an approved vendor prior to being issued a contract.

10.0 - CONTRACT SECURITY

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

11.0 - LIST OF SUBCONTRACTORS

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

12.0 - WORKING DAYS

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

13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

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

14.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

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

15.0 – MBE/WBE/SDVE INSTRUCTIONS

A. Definitions:

1. **“MBE”** means a Minority Business Enterprise.
2. **“MINORITY”** has the same meaning as set forth in 1 C.S.R. 10-17.010.
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 nonresponsive, and its bid shall be rejected.
2. The Bidder should submit with its bid all the information requested in the MBE/WBE/SDVE Compliance Evaluation Form for every MBE, WBE, or SDVE subcontractor or material supplier the Bidder intends to use for the contract work. The Bidder is required to submit all MBE/WBE/SDVE documentation before the stated time and date set forth in the Invitation for Bid. If the Bidder fails to provide such information by the specified date and time, the Owner shall reject the bid.
3. The Director reserves the right to request additional information from a Bidder to clarify the Bidder’s proposed MBE, WBE, and/or SDVE participation. The Bidder shall submit the clarifying information requested by the Owner within two (2) working days of receiving the request for clarification.
4. Pursuant to section 34.074, RSMo, a Prime Bidder that qualifies as an SDVE shall receive a three-percentage point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing the bid amount of the eligible SDVE by three percent of the apparent low responsive Bidder’s bid. Based on this calculation, if the eligible SDVE’s evaluation is less than the apparent low responsive Bidder’s bid, the eligible SDVE’s bid will become the apparent low responsive bid. This reduction is for evaluation purposes only and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded. In order to be eligible for the SDVE preference, the Bidder must complete and submit with its bid the Missouri Service-Disabled Veteran Business Form, and any information required by the form.

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

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

a general contractor must obtain MBE and SDVE participation; and a SDVE firm that bids as general contractor must obtain MBE and WBE participation.) For the remaining contract amount to be counted towards the MBE, WBE or SDVE goal, the Bidder must complete the MBE/WBE/SDVE Compliance Evaluation Form (Section 004337) identifying itself as an MBE, WBE or SDVE.

2. The total dollar value of the work granted to a certified MBE, WBE or SDVE by the Bidder shall be counted towards the applicable goal.
3. Expenditures for materials and supplies obtained from a certified MBE, WBE, or SDVE supplier or manufacturer may be counted towards the MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE assumes the actual and contractual responsibility for the provision of the materials and supplies.
4. The total dollar value of the work granted to a second or subsequent tier subcontractor or a supplier may be counted towards a Bidder's MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE properly assumes the actual and contractual responsibility for the work.
5. The total dollar value of work granted to a certified joint venture equal to the percentage of the ownership and control of the MBE, WBE, or SDVE partner in the joint venture may be counted towards the MBE/WBE/SDVE goals.
6. Only expenditures to a MBE, WBE, or SDVE that performs a commercially useful function in the work may be counted towards the MBE, WBE and SDVE goals. A MBE, WBE, or SDVE performs a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by performing, managing and supervising the work or providing supplies or manufactured materials.

D. Certification of MBE/WBE/SDVE Subcontractors:

1. In order to be counted towards the goals, an MBE or WBE must be certified by the State of Missouri Office of Equal Opportunity and an SDVE must be certified by the State of Missouri, Office of Equal Opportunity or by the Federal U.S. Small Business Administration directory.
2. The Bidder may determine the certification status of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO)'s online MBE/WBE directory <https://apps1.mo.gov/MWBCertifiedFirms/>. The Bidder may determine the eligibility of a SDVE subcontractor or supplier by referring to the Office of Equal Opportunity online SDVE directory at <https://oeco.mo.gov/sdve-certification-program/> or the Federal U.S. Small Business Administration directory <https://veterans.certify.sba.gov/#search>.
3. Additional information, clarifications, or other information regarding the MBE/WBE/SDVE listings in the directories may be obtained by contacting the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).

E. Waiver of MBE/WBE/SDVE Participation:

1. If a Bidder has made a good faith effort to secure the required MBE, WBE and/or SDVE participation and has failed, the Bidder shall submit with its bid the information requested in MBE/WBE/SDVE Good Faith Effort (GFE) Determination form. The Director will determine if the Bidder made a good faith effort to meet the applicable goals. If the Director determines that the Bidder did not make a good faith effort, the bid shall be rejected as being nonresponsive to the bid requirements. Bidders who demonstrate that they have made a good faith effort to include MBE, WBE, and/or SDVE participation will be granted a waiver and will be considered to be responsive to the applicable participation goals, regardless of the percent of actual participation obtained, if the bid is otherwise acceptable.
2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE and/or SDVE participation, the Director may evaluate the factors set forth in 1 CSR 30-5.010(6)(C) and the following:
 - a. The amount of actual participation obtained;

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

F. Contractor MBE/WBE/SDVE Obligations

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



State of Missouri Construction Contract

THIS AGREEMENT is made (DATE) by and between:

Contractor Name and Address

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

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

ARTICLE 1. STATEMENT OF WORK

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

Project Name:
Replace Heat Pumps
BW Robinson State School
Rolla, Missouri

Project Number: **E2341-01**

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

ARTICLE 3. LIQUIDATED DAMAGES

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. THEREFORE, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for **liquidated damages, the sum of \$700** per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

ARTICLE 4. CONTRACT SUM

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

Base Bid: \$

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

TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)

ARTICLE 5. PREVAILING WAGE RATE

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

DAVIS-BACON ACT: The requirements of the Davis-Bacon Act are not applicable to this project, which is funded solely by Coronavirus State and Local Fiscal Recover Funds (SLFRF) under the American Rescue Plan Act (ARPA).

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

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

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

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

Total \$

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

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

ARTICLE 7. CONTRACT DOCUMENTS

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

1. Division 0 – Procurement and Contracting Information, including, but not limited to:
 - a. Invitation for Bid (Section 001116)
 - b. Instructions to Bidders (Section 002113)
 - c. Supplementary Instructions to Bidders (if applicable) (Section 002213)
 - d. The following documents as completed and executed by the Contractor and accepted by the Owner, if applicable:
 - i. Bid Form (Section 004113)
 - ii. Proposed Contractors Form (Section 004336)
 - iii. MBE, WBE, SDVE Compliance Evaluation Form(s) (Section 004337)

- iv. MBE, WBE, SDVE Eligibility Determination Form for Joint Ventures (Section 004338)
 - v. MBE, WBE, SDVE Good Faith Effort (GFE) Determination Form (Section 004339)
 - vi. Missouri Service Disabled Veteran Business Form (Section 004340)
 - vii. Affidavit of Work Authorization (Section 004541)
 - e. Performance and Payment Bond, completed and executed by the Contractor and surety (Section 006113)
 - f. General Conditions (Section 007213)
 - g. Supplementary Conditions (Section 007300)
 - h. Supplementary General Conditions for Federally Funded/Assisted Construction Projects (Section 007333)
 - i. Terms and Conditions for Contractor Receipt of Federal ARPA SLFRF Funds (Section 007334)
 - j. Wage Rate(s) (Section 007346)
- 2. Division 1 – General Requirements
 - 3. All Drawings identified in the Project Manual
 - 4. All Technical Specifications included in the Project Manual
 - 5. Addenda, if applicable

ARTICLE 8 – CERTIFICATION

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

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

APPROVED:

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

Contractor's Authorized Signature

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

Corporate Secretary

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



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

MBE/WBE/SDVE PROGRESS REPORT

Remit with ALL Progress and Final Payments

(Please check appropriate box) ☐CONSULTANT ☐CONSTRUCTION

PAY APP NO.	PROJECT NUMBER
CHECK IF FINAL ☒ FINAL	DATE

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 06/2023

INSTRUCTIONS FOR MBE/WBE/SDVE PROGRESS REPORT

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

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

At Initial Pay Application fill in the following:

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

For all subsequent Pay Applications fill in the following:

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



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

PROJECT NUMBER

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

ARTICLE:

1. General Provisions

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

2. Owner/Designer Responsibilities

3. Contractor Responsibilities

- 3.1. Acceptable Substitutions
- 3.2. Submittals
- 3.3. As-Built Drawings
- 3.4. Guaranty and Warranties
- 3.5. Operation and Maintenance Manuals
- 3.6. Other Contractor Responsibilities
- 3.7. Subcontracts

4. Changes in the Work

- 4.1. Changes in the Work
- 4.2. Changes in Completion Time

5. Construction and Completion

- 5.1. Construction Commencement
- 5.2. Project Construction
- 5.3. Project Completion
- 5.4. Payments

6. Bond and Insurance

6.1. Bond

6.2. Insurance

7. Termination or Suspension of Contract

7.1. For Site Conditions

7.2. For Cause

7.3. For Convenience

SECTION 007213 - GENERAL CONDITIONS

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

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.1 - DEFINITIONS

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

1. **"COMMISSIONER"**: The Commissioner of the Office of Administration.
2. **"CONSTRUCTION DOCUMENTS"**: The "Construction Documents" shall consist of the Project Manual, Drawings and Addenda.
3. **"CONSTRUCTION REPRESENTATIVE"**: Whenever the term "Construction Representative" is used, it shall mean the Owner's Representative at the work site.
4. **"CONTRACTOR"**: Party or parties who have entered into a contract with the Owner to furnish work under these specifications and drawings.
5. **"DESIGNER"**: When the term "Designer" is used herein, it shall refer to the Architect, Engineer, or Consultant of Record specified and defined in Paragraph 2.0 of the Supplemental Conditions, or his duly authorized representative. The Designer may be either a consultant or state employee.
6. **"DIRECTOR"**: Whenever the term "Director" is used, it shall mean the Director of the Division of Facilities Management, Design and Construction or his Designee, representing the Office of Administration, State of Missouri. The Director is the agent of the Owner.
7. **"DIVISION"**: Shall mean the Division of Facilities Management, Design and Construction, State of Missouri.
8. **"INCIDENTAL JOB BURDENS"**: Shall mean those expenses relating to the cost of work, incurred either in the home office or on the job-site, which are necessary in the course of doing business but are incidental to the job. Such costs include office supplies and equipment, postage, courier services, telephone expenses including long distance, water and ice and other similar expenses.
9. **"JOINT VENTURE"**: An association of two (2) or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.
10. **"OWNER"**: Whenever the term "Owner" is used, it shall mean the State of Missouri. Acting by and through the Office of Administration, Division of Facilities Management, Design and Construction.
11. **"PROJECT"**: Wherever the term "Project" is used, it shall mean the work required to be completed by the construction contract.
12. **"PROJECT MANUAL"**: The "Project Manual" shall consist of Introductory Information, Invitation for Bid, Instructions to Bidders, Bid Documents, Additional Information, Standard Forms, General Conditions, Supplemental General Conditions, General Requirements and Technical Specifications.
13. **"SUBCONTRACTOR"**: Party or parties who contract under, or for the performance of part or this entire Contract between the Owner and Contractor. The subcontract may or may not be direct with the Contractor.
14. **"WORK"**: All supervision, labor, materials, tools, supplies, equipment, and any incidental operations and/or activities required by or reasonably inferable from the Contract Documents necessary to construct the Project and to produce the results intended by the Contract Documents in a safe, expeditious, orderly, and workmanlike manner so that the project shall be complete and finished in the best manner known to each respective trade.
15. **"WORKING DAYS"**: are all calendar days except Saturdays, Sundays and the following holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday (observed), Truman Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day (observed), Thanksgiving Day, Christmas Day.

ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

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

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

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

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

ARTICLE 1.5 - ANTI-KICKBACK

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

ARTICLE 1.6 - PATENTS AND ROYALTIES

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

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

ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

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

ARTICLE 1.8 - COMMUNICATIONS

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

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

ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

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

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

ARTICLE 1.10 - ASSIGNMENT OF CONTRACT

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

ARTICLE 1.11 - INDEMNIFICATION

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

ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS

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

ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES

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

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

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

ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES

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

ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS

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

the "Notice to Proceed." Thereafter no consideration will be given to alternate forms of accomplishing the work. This Article does not preclude the Owner from exercising the provisions of Article 4 hereof.

- D. Any request for substitution by the Contractor shall be submitted in accordance with SECTION 002113 - INSTRUCTIONS TO BIDDERS.
- E. When a material has been approved, no change in brand or make will be permitted unless:
 - 1. Written verification is received from the manufacturer stating they cannot make delivery on the date previously agreed, or
 - 2. Material delivered fails to comply with contract requirements.

ARTICLE 3.2 -- SUBMITTALS

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

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

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

- B. All subcontractors' shop drawings and schedules shall be submitted by the Contractor and shall bear evidence that Contractor has received, reviewed, and approved them. Any shop drawings and schedules submitted without this evidence will be returned to the Contractor for resubmission.
- C. The Contractor shall include with the shop drawing, a letter indicating any and all deviations from the drawings and/or specifications. Failure to notify the Designer of such deviations will be grounds for subsequent rejection of the related work or materials. If, in the opinion of the Designer, the deviations are not acceptable, the Contractor will be required to furnish the item as specified and indicated on the drawings.
- D. The Designer shall check shop drawings and schedules with reasonable promptness and approve them only if they conform to the design concept of the project and comply with the information given in the contract documents. The approval shall not relieve the Contractor from the responsibility to comply with the drawings and specifications, unless the Contractor has called the Designer's attention to the deviation, in writing, at the time of

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

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

ARTICLE 3.3 – AS-BUILT DRAWINGS

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

ARTICLE 3.4 – GUARANTY AND WARRANTIES

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

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

B. Extended Warranty

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

ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS

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

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

ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

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

carefully study and compare all drawings, specifications and other instructions and shall promptly notify the Construction Representative and Designer, in writing, any error, inconsistency or omission which may be discovered. The superintendent shall coordinate all work on the project. Any change of the superintendent shall be approved by the Construction Representative.

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

- I. The Contractor shall coordinate all work so there will not be prolonged interruptions of existing equipment operation. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections necessary for the project, which affect portions of this construction or building or any other building must be scheduled with the Construction Representative to minimize or avoid any disruption of facility operations. In no case, unless previously approved in writing by the Construction Representative, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities either intentionally or accidentally shall not relieve the Contractor responsible for the interruption from the responsibility to repair and restore the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.
- J. Contractors shall limit operations and storage of materials to the area within the project, except as necessary to connect to existing utilities, and shall not encroach on neighboring property. The Contractor shall be responsible for repair of their damage to property on or off the project site occurring during construction of project. All such repairs shall be made to the satisfaction of the property owner.
- K. Unless otherwise permitted, all materials shall be new and both workmanship and materials shall be of the best quality.
- L. Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, and/or install and pay for materials, devices, mechanisms, equipment, all necessary personnel, utilities including, but not limited to water, heat, light and electric power, transportation services, applicable taxes of every nature, and all other facilities necessary for the proper execution and completion of the work.
- M. Contractor shall carefully examine the plans and drawings and shall be responsible for the proper fitting of his material, equipment and apparatus into the building.
- N. The Contractor or subcontractors shall not overload, or permit others to overload, any part of any structure during the performance of this contract.
- O. All temporary shoring, bracing, etc., required for the removal of existing work and/or for the installation of new work shall be included in this contract. The Contractor shall make good, at no cost to the Owner, any damage caused by improper support or failure of shoring in any respect. Each Contractor shall be responsible for shoring required to protect his work or adjacent property and improvements of Owner and shall be responsible for shoring or for giving written notice to adjacent property owners. Shoring shall be removed only after completion of permanent supports.
- P. The Contractor shall provide at the proper time such material as is required for support of the work. If openings are required, whether shown on drawings or not, the Contractor shall see that they are properly constructed.
- Q. During the performance of work the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences and other devices appropriately located on site which will give proper and understandable warning to all persons of danger of entry onto land, structure or equipment.
- R. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials.
- S. The Contractor shall be responsible for care of the finished work and shall protect same from damage or defacement until substantial completion by the Owner. If the work is damaged by any cause, the Contractor shall immediately begin to make repairs in accordance with the drawings and specifications. Contractor shall be liable for all damage or loss unless attributable to the acts or omissions of the Owner or Designer. Any claim for reimbursement shall be submitted in accordance with Article 4. After substantial completion the Contractor will only be responsible for damage resulting from acts or omissions of the Contractor or subcontractors through final warranty.
- T. In the event the Contractor encounters an unforeseen hazardous material, the Contractor shall immediately stop work in the area affected and report the condition to the Owner and Designer in writing. The Contractor shall not be required, pursuant to Article 4, to perform, any work relating to hazardous materials.
- U. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 4.
- V. Before commencing work, Contractors shall confer with the Construction Representative and facility representative and review any facility rules and regulations which may affect the conduct of the work.

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

ARTICLE 3.7 -- SUBCONTRACTS

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

ARTICLE 4 -- CHANGES IN THE WORK

4.1 CHANGES IN THE WORK

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

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

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

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

1. The overhead and profit charge by the Contractor and all subcontractors shall be considered to include, but is not limited to: incidental job burdens, small truck (under 1 ton) expense, mileage, small hand tools, warranty costs, company benefits and general office overhead. Project supervision including field supervision and job site office expense shall be considered a part of overhead and profit unless a compensable time extension is granted.
2. The percentages for overhead and profit charged on Contract Changes shall be subject to the following limits: (a) the percentage mark-up for the Contractor shall be limited to the Contractor's fee; (b) fifteen percent (15%) maximum for Work directly performed by employees of a subcontractor, or sub-subcontractor; (c) five percent (5%) maximum for the Work performed or passed through to the Owner by the Contractor; (d) five percent (5%) maximum subcontractor's mark-up for

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

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

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

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

ARTICLE 5 - CONSTRUCTION AND COMPLETION

ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT

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

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

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

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

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

ARTICLE 5.2 -- PROJECT CONSTRUCTION

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

with the requirements outlined in Section 013200 – Schedules.

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

ARTICLE 5.3 -- PROJECT COMPLETION

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

1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
 - 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 contract 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
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\$2,000,000	annual aggregate
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2. Automobile Liability

\$2,000,000	combined single limit per occurrence for bodily injury and property damage
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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: Wayne Strobe
Mid MO Engineering Alliance, Inc
2009 Scenic Dr.
Jefferson City, MO 65101
Telephone: 573.636.2116
Email: wayne@mmeaeng.com

Construction Representative: Brendan Frazer
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
Jefferson City, MO 65101
Telephone: 573.690.4958
Email: brendan.frazer@oa.mo.gov

Project Manager: Cassandra Schmitz
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
Jefferson City, Missouri 65101
Telephone: 573.257.7033
Email: cassandra.schmitz@oa.mo.gov

Contract Specialist: April Howser
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
Jefferson City, Missouri 65101
Telephone: 573-751-0053
Email: april.howser@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 OFF-SITE BORROW & SPOIL DEPOSIT SITES FOR FEDERALLY FUNDED PROJECTS:

All Federally funded projects which involve off-site borrow and/or off-site spoil deposit sites will require written certification that the site(s) are in compliance with the National Environmental Protection Act and all related applicable Federal and State laws and regulations. If the need for off-site borrow and/or spoil sites is stipulated in the Contract Documents, the following applies:

- A. The Contractor is required to use only the designated site described in the Contract Documents. If another off-site area is proposed by the Contractor, the Contractor must provide written certification to the Division of Facilities Management, Design and Construction Project Representative that the proposed borrow or spoil site has been cleared of environmental concerns in accordance with all applicable Federal and State laws and regulations. These include but are not limited to the following: Clean Water Act; the Endangered Species Act; the National Historic Preservation Act (NHPA) (The site must have Section 106 Clearance); the Farmland Protection Act; Resource Conservation and Recovery Act; Comprehensive Environmental Response; Compensation and Liability Act; and RSMo Chapter 194, Section 194.400, Unmarked Human Burial Sites. Certifications shall include clearance letters and other evidence of coordination with the appropriate regulatory agencies. The Missouri Historic Preservation Office, PO Box 176 Jefferson City, MO 65102, may be contacted to provide assistance with the NHPA and cultural resource issues pertaining to the borrow and spoil site regulations. The Missouri State Historic Preservation Office can provide a list of qualified and certified archaeologists to assist in borrow and spoil site investigations.
- B. If project conditions require off-site borrow or off-site deposit of spoils, the Contractor will be required to provide written certification to the Division of Facilities Management, Design and Construction Project Representative that the proposed borrow or spoil site has been cleared of environmental concerns in accordance with all applicable Federal and State laws and regulations. These include but are not limited to the following: Clean Water Act; the Endangered Species Act; the National Historic Preservation Act (NHPA) (The site must have Section 106 Clearance); the Farmland Protection Act; Resource Conservation and Recovery Act; Comprehensive Environmental Response; Compensation and Liability Act; and RSMo Chapter 194, Section 194.400, Unmarked Human Burial Sites. Certifications shall include clearance letters and other evidence of coordination with the appropriate regulatory agencies. The Missouri Historic Preservation Office, PO Box 176 Jefferson City, MO 65102, may be contacted to provide assistance with the NHPA and cultural resource issues pertaining to the borrow and spoil site regulations. The Missouri State Historic Preservation Office can provide a list of qualified and certified archaeologists to assist in borrow and spoil site investigations.
- C. The Owner recognizes that additional time (beyond what is allowed in the Construction Contract) may be required in order to secure the aforementioned certifications and approvals. Should more time be required, the Owner will consider approval of a no-cost time extension contract change. The Contractor will be required to provide documentation that substantiates the need for the time extension.

7.0 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.

SECTION 007333 - SUPPLEMENTARY GENERAL CONDITIONS
FOR FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECTS
(American Rescue Plan Act (ARPA) Projects)

1.0 Notice of Federal Funding

This project is being performed in whole or in part using federal funds. Therefore, all work or services performed by the Contractor and its subcontractors shall be subject to the terms and conditions set forth below in addition to all terms and conditions in the Construction Contract, General Conditions, and other contract documents. The concepts, rules, and guidelines set forth in 2 C.F.R. 200 describing allowable costs and administrative requirements apply.

2.0 Definitions

As used herein, “Federal Government” means the government of the United States of America. “Federal Agency” means an agency, entity, department or division of the Federal Government that is providing funding for this project. All other terms shall have the meanings established in the Construction Contract, General Conditions, and/or Project Manual, unless such definitions conflict with a definition provided in an applicable statute or regulation.

3.0 Conflicting Terms or Conditions

To the extent that any terms or conditions set forth herein conflict with the Construction Contract or its General Conditions, the more stringent of the two terms and conditions shall govern.

4.0 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

5.0 Compliance with Federal Laws, Regulations and Executive Orders

The Contractor and its subcontractors and suppliers are required to comply with all applicable Federal laws, regulations, and executive orders, regardless of whether set forth herein. The Contractor shall assist and enable the State of Missouri in complying with any requirements imposed by the Federal Agency as a condition of funding.

6.0 Compliance with Civil Rights Provisions

The Contractor shall comply with all Federal statutes, executive orders, and regulations relating to nondiscrimination. These include, but are not limited to the following:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

Title VII of the Civil Rights Act of 1964 (42 U.S.C. part 2000(e), which prohibits discrimination against employees on the basis of religion;

Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

The requirements of any other nondiscrimination statute(s) that may apply to the application.

7.0 Equal Employment Opportunity (41 C.F.R. 60-1.4(b)).

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicants or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (4) in every subcontract or purchase order. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

8.0 Prohibition of Segregated Facilities

- (1) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (3) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

9.0 Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and §§ 3146-3148, and 29 C.F.R. pt. 5)

**The requirements of the Davis-Bacon Act and this section are not applicable to this project, which is funded by Coronavirus State and Local Fiscal Recover Funds (SLFRF) under the American Rescue Plan Act (ARPA).*

~~(1) Minimum wages.~~

~~(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. pt. 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.~~

~~(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:~~

~~(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and~~

~~(2) The classification is utilized in the area by the construction industry; and~~

~~(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.~~

~~(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve,~~

~~modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.~~

~~(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.~~

~~(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.~~

~~(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.~~

~~(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.~~

~~(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.~~

~~(3) Payrolls and basic records:~~

~~(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid~~

~~(including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.~~

~~(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).~~

~~(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:~~

~~(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. pt. 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. pt. 5, and that such information is correct and complete;~~

~~(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. pt. 3;~~

- ~~(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.~~
- ~~(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.~~
- ~~(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.~~
- ~~(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal Agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.~~
- ~~(4) Apprentices and trainees —~~
- ~~(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the~~

Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) ~~Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.~~
- (iii) ~~Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of 29 C.F.R. pt. 30.~~
- (5) ~~Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 C.F.R. pt. 3, which are incorporated by reference in this contract.~~
- (6) ~~Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal Agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.~~
- (7) ~~Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. 5.12.~~
- (8) ~~Compliance with Davis Bacon and Related Act requirements. All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 C.F.R. pts. 1, 3, and 5 are herein incorporated by reference in this contract.~~
- (9) ~~Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be~~

~~resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. pt.s 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.~~

~~(10) Certification of eligibility.~~

~~(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 C.F.R. 5.12(a)(1).~~

~~(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 C.F.R. 5.12(a)(1).~~

~~(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.~~

10.0 Copeland "Anti-Kickback" Act

(1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. The Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled.

(2) The Contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. 5.12.

11.0 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 to 3708, 29 C.F.R. 5.5)

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

12.0 Suspension and Debarment (Executive Orders 12549 and 12689, 2 C.F.R. pt. 180)

- (1) A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. pt. 1986 Comp., p. 189) and 12689 (3 C.F.R. pt. 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (2) The contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- (3) The contractor must comply with 2 C.F.R. pt. 180, subpart C and the regulations of the granting Federal Agency regarding suspension and debarment and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (4) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (5) By submitting a bid, the bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13.0 Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

- (1) Contractors that apply or bid for an award exceeding \$100,000 agree to file the required certification (set forth below), in compliance with 31 U.S.C. § 1352 (as amended).

- (2) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.
- (3) Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14.0 Procurement of Recovered Materials

The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

15.0 Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 C.F.R. pt. 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

16.0 Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Agency and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

17.0 Occupational Health and Safety Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 C.F.R. pt. 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. pt. 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

18.0 Rights to Inventions

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 C.F.R. pt. 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 C.F.R. 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

19.0 Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201et seq.).

20.0 Clean Air Act and Federal Water Pollution Control Act

- (1) If the amount of the Contract exceeds \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The Contractor agrees to report each violation to the Owner, and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Agency and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

21.0 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

- (1) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (2) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (3) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

22.0 Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

23.0 Drug Free Workplace Act

The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor shall report any conviction of the Contractor's personnel under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.

24.0 Access Requirements for Persons with Disabilities

Contractor shall comply with 49 U.S.C. § 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that

special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

25.0 Seismic Safety

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 61 Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

26.0 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials – Build America, Buy America (Pub. L. No. 117-58, §§ 70901-52)

The Owner is the recipient of an award of Federal financial assistance from a program for infrastructure for this project. Pursuant to the Build America, Buy America Act of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, none of the funds provided under the Federal award may be used unless the requirements of the domestic content procurement preference outlined below are met. Therefore, the Contractor shall ensure the following:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 65 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients of Federal financial assistance may apply for, and the awarding agency may grant, a waiver from the domestic content procurement preference.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described on the awarding agency web site.

If the Contractor determines that an application for a waiver is necessary or an existing waiver is applicable to this project, the Contractor shall timely notify the Owner. The Owner will make a determination if a waiver is applicable or if a waiver application is necessary. The Contractor shall not submit any waiver application or information directly to the Federal agency without prior approval by the Owner.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of: • non-ferrous metals; • plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); • glass (including optic glass); • lumber; or • drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

27.0 Prohibition on Certain Telecommunication and Video Surveillances Services or Equipment
(Pub. L. 115-232, Section 889)

Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of a Federal executive agency and recipients or subrecipients of funds from such agencies from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Pursuant to such provisions, the Contractor understands and agrees that the Contractor and its subcontractors shall not obligate or expend loan or grant funds from the Federal Agency under this Contract to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

TERMS AND CONDITIONS FOR CONTRACTOR
RECEIPT OF FEDERAL ARPA SLFRF FUNDS

I. Use of Funds: _____ (“Contractor”) understands and agrees that the State of Missouri has received funds for this project under section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the funds disbursed under such grant may only be used in compliance with the ARPA and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement.

Period of Performance: The period of performance for the award begins on the date hereof and ends no later than December 31, 2026. Contractor may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than December 31, 2026.

Reporting: Contractor agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this agreement.

Maintenance of and Access to Records: Contractor shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Contractor shall also maintain records and financial documents: 1. sufficient for the State, with respect to Contractor’s participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Contractor’s participation in this agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Contractor in order to conduct audits or other investigations or reviews. Records shall be maintained by Contractor for a period of five (5) years after the end of the period of performance. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Contractor’s obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: contracts, invoices, receipts, payrolls, and financial statements.

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this agreement.

Compliance with Applicable Law and Regulations: Contractor agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Contractor also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and

Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this agreement include, without limitation, the following:

i. If the amount of this agreement is expected to equal or exceed \$25,000, or if this agreement is for federally-required audit services, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

ii. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

iii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

iv. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this agreement include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Contractor's receipt of this funds under this agreement, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of funds under this agreement in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Contractor's acts or omissions respecting this agreement. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Contractor's receipt of funds under this agreement or to recoup such funds in whole or in part, under this agreement or other applicable law.

Hatch Act: Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this agreement must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Contractor shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Contractor's debt to the State. Debts owed by Contractor to the State must be paid promptly by Contractor. A debt owed the State by Contractor under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Contractor knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Contractor.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third

persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this agreement.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is hereby encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles, and to encourage any subcontractors to do the same.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Contractor to adopt and enforce policies that ban text messaging while driving, and to encourage any subcontractors to do the same.¹

II. By entering into this agreement, Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Contractor acknowledges that federal Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (“LEP”). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Contractor’s programs, services, and activities.

Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

¹ Section I is based on requirements set forth in Treasury’s Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Contractor shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Contractor shall comply with information requests, on-site compliance review, and reporting requirements.

Contractor shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Contractor shall provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Contractor and the administrative agency that makes any such finding. If Contractor settles a case or matter alleging such discrimination, Contractor must provide to the State documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, Contractor shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurance section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Contractor is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Contractor.²

Company Name

Signature of Contractor's Authorized Representative

Date: _____

Printed Name of Contractor's Authorized Representative

Contractor's Unique Entity Identifier: _____

(*Name associated with the Unique Entity Identifier must match the Contractor's name on contract documents)

III. This agreement shall be conducted in accordance with the standards set forth at 2 C.F.R. §§ 200.317 through 200.327, as applicable. Pursuant to 2 C.F.R. § 200.327 and Appendix II to Part 200 of Title 2 of the C.F.R.:

i. Contracts for more than \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the State, including the manner by which it will be effected and the basis for settlement.

iii. When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the

² Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.

Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

v. Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.³

vi. If the State or Contractor wishes to enter into a contract or subcontract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the State’s award of ARPA funds or this agreement, the State and/or Contractor must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

vii. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). [

viii. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by

³ Additionally, “in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29 C.F.R.] § 5.1,” 29 C.F.R. § 5.5(c) requires that another clause be included “in any such contract,” *id.* For language appropriate to construction of this additional clause, see 29 C.F.R. § 5.5(c).

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This requirement applies when the amount of the agreement is expected to equal or exceed \$25,000, or if the agreement is for federally-required audit services. 2 C.F.R. § 180.220.]

ix. Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 31 U.S.C. § 1352, the Byrd Anti-Lobbying Amendment. Under that law, each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

x. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. competitively within a timeframe providing for compliance with this agreement's performance schedule; 2. meeting this agreement's performance requirements; or 3. at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

xi. Pursuant to Pub. L. No. 115-232, H.R. 5515 (115th Congress, 2018), and 2 C.F.R. § 200.216, funds provided by this agreement shall not be obligated or expended to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For purposes of this prohibition, "covered telecommunications equipment or services" has the meaning as set forth at Sec. 889(f)(3) of Pub. L. No. 115-232. *See also* 2 C.F.R. § 200.216.

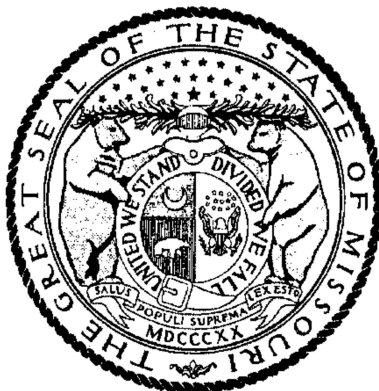
xii. Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this provision: 1. “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. 2. “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 081
PHELPS COUNTY

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

Original Signed by _____

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$61.06
Boilermaker	\$29.28*
Bricklayer-Stone Mason	\$58.85
Carpenter	\$65.41
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$29.28*
Plasterer	
Communication Technician	\$59.79
Electrician (Inside Wireman)	\$59.57
Electrician Outside Lineman	\$29.28*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$29.28*
Glazier	\$29.28*
Ironworker	\$73.95
Laborer	\$48.49
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$29.28*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$69.45
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$50.50
Plumber	\$74.34
Pipe Fitter	
Roofer	\$56.10
Sheet Metal Worker	\$75.33
Sprinkler Fitter	\$69.38
Truck Driver	\$29.28*
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
PHELPS County

Section 081

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$29.28*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$29.28*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$50.92
General Laborer	
Skilled Laborer	
Operating Engineer	\$65.88
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$51.88
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 01 1000 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of Replacement of the BAS and HVAC systems.
 - 1. Project Location: B.W. Robinson State School, 300 Lanning Lane, Rolla, Missouri.
 - 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 **July 24, 2025** were prepared for the Project by MMEA Engineers.
- C. The Work under base bid consists of the replacement of the existing HVAC system heatpumps and make-up air unit with new equipment.
- D. The Work will be constructed under a single prime contract.

1.3 WORK UNDER OTHER CONTRACTS

- A. No work under other contracts.

1.4 WORK SEQUENCE

- A. The Work will be conducted as follows:
 - 1. Replacement of the HVAC equipment will be conducted in one phase.

1.5 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.

2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage cause by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.6 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.

END OF SECTION 01 1000

SECTION 01 2100 - 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 Contract Change.
- B. Types of allowances include the following:
 - 1. Weather allowances.
- C. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Contract Changes for allowances.

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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

- A. Weather Allowance: Included within the completion period for this Project are five (5) “bad weather” days.

END OF SECTION 01 2100

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract Modifications.
- B. Related Sections include the following:
 - 1. Division 1, Section 012100 "Allowances" for procedural requirements for handling and processing Allowances.
 - 2. Division 1, Section 013115 "Project Management Communications" for administrative requirements for communications.
 - 3. Division 0, Section 007213, Article 4.0 "Changes in the Work" for Change Order requirements.

1.3 REQUESTS FOR INFORMATION

- A. In the event that the Contractor or Subcontractor, at any tier, determines that some portion of the Drawings, Specifications, or other Contract Documents requires clarification or interpretation, the Contractor shall submit a "Request for Information" (RFI) in writing to the Designer. A RFI may only be submitted by the Contractor and shall only be submitted on the RFI forms provided by the Owner. The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed. In the RFI, the Contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.
- B. Responses to RFI shall be issued within ten (10) working days of receipt of the Request from the Contractor unless the Designer determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Designer, the Designer will, within five (5) working days of receipt of the request, notify the Contractor of the anticipated response time. If the Contractor submits a RFI on a time sensitive activity on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Designer to respond to the request provided that the Designer responds within the ten (10) working days set forth above.
- C. Responses from the Designer will not change any requirement of the Contract Documents. In the event the Contractor believes that a response to a RFI will cause a change to the requirements of the Contract Document, the Contractor shall give written notice to the Designer requesting a Change Order for the work. Failure to give such written notice within ten (10) working days, shall waive the Contractor's right to seek additional time or cost under Article 4, "Changes in the Work" of the General Conditions.

1.4 MINOR CHANGES IN THE WORK

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

1.5 PROPOSAL REQUESTS

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

1.6 CHANGE ORDER PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 01 3100 - 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 01 3200 "Schedules" for preparing and submitting Contractor's Construction Schedule.
 - 2. Articles 1.8.B and 1.8.C of Section 00 7213 "General Conditions" for coordinating meetings onsite.
 - 3. Article 5.4.H of Section 00 7213 "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) workdays 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 00 7213 "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 Contract Changes
 - 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 & number
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 01 3100

SECTION 01 3115 - 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 01 3300 - Submittals
- C. Division 1, Section 01 2600 – 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 location¹ with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
- 2. Each of the above referenced computer systems shall have the following minimum system² and software requirements:
 - a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
 - 1) Operating System: Windows XP or newer
 - 2) Internet Browser: Internet Explorer 6.01SP2+ (Recommend IE7.0+)
 - 3) Minimum Recommend Connection Speed: 256K or above

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.

- 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 01 3115

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 01 3300 - 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.

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 24"x36".

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
013200	Schedules	Construction Schedule
013200	Schedules	Schedule of Values
013200	Schedules	List of Subcontractors
013200	Schedules	Major Material Suppliers
230593	TAB for HVAC	T&B Plan
230593	TAB for HVAC	Final Report
230713	Duct Insulation	Operation / Maintenance Manual
230713	Duct Insulation	Product Data
230716	HVAC Equipment Insulation	Product Data
230719	HVAC Piping Insulation	Product Data
233113	Hydronic Piping	Product Data
233100	HVAC Ducts	Product Data
233300	Air Duct Accessories	Product Data
237423	Packaged Dedicated Outdoor-Air Units	Operation / Maintenance Manual
237423	Packaged Dedicated Outdoor-Air Units	Product Data
238127	Water Source Heat Pumps	Operation / Maintenance Manual
238127	Water Source Heat Pumps	
260519	Low Voltage Conductors & Cables	Product Data
260526	Grounding and Bonding	Product Data
260529	Hangers	Product Data
260534	Conduit	Product Data

END OF SECTION 01 3300

SECTION 013513.13 - SITE SECURITY AND HEALTH REQUIREMENTS (DESE)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUMMARY

- A. This Section includes general Institution rules.
- B. This Section includes requirements for environments that employees are domiciled in, or public participate in program activities in or adjacent to the Scope of Work area:
 - 1. The Contractor shall have the applicable measures specified below in-place any time demolition or construction activities occur in occupied or non-occupied project work areas.

The Contractor shall complete all specified cleaning procedures and receive clearance from the Construction Representative prior to removing any barriers and other precautionary measures – even for areas that the employees or public do not occupy during construction.

1.4 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.
- D. All construction personnel shall visibly display issued identification badges.

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 the Contractor are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration, Division of Facilities Management, Design and Construction (FMDC) to receive state and national criminal background checks on such employees. 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.
2. 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 Missouri Applicant Fingerprint Privacy Notice, Authorization For Release Of Information Confidentiality Oath and State Identification Badge Agreement 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/fmdc-contractor-id-badges>.
3. Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2018. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the Contractor's employees, and those fingerprints will be searched against other fingerprints on file, including latent fingerprints. While retained, an employee's fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.
4. As part of the Missouri and National Rap Back programs, FMDC will receive notification if a new arrest is reported for an employee whose fingerprints have been submitted for FMDC after August 28, 2018. If the employee is performing work on a State contract at the time of the arrest notification, FMDC will request and receive the employee's updated criminal history records. If the employee is no longer performing work on a State contract, FMDC will not obtain updated criminal records.
5. Pursuant to section 43.540, RSMo, the Missouri State Highway Patrol will provide the results of the employee's background check directly to FMDC. FMDC may NOT release the results of a background check to the Contractor or provide the Contractor any information obtained from a background check, either verbally or in writing. FMDC will notify the Contractor only whether an employee is approved to work on State property.
6. Each employee who submits fingerprints to the Missouri State Highway Patrol has a right to obtain a copy of the results of his or her background check. The employee may challenge the accuracy and completeness of the information contained in a background check report and obtain a determination from the Missouri State Highway Patrol and/or the FBI regarding the validity of such challenge prior to FMDC making a final decision about his or her eligibility to perform work under a State contract.
7. The Contractor shall notify FMDC via email to FMDCSecurity@oa.mo.gov if an

employee is terminated or resigns from employment with the Contractor. If the Contractor does not anticipate performing work on a State contract in the future, the Contractor may request that FMDC remove its employees from the Rap Back programs. However, if removed from the Rap Back programs, employees will be required to submit new fingerprints should the contractor be awarded another State contract.

8. Upon award of a Contract, the Contractor should contact FMDC at FMDCSecurity@oa.mo.gov to determine if its employees need to provide a new background check. If a Contractor's employee has previously submitted a fingerprint background check to FMDC as part of the Missouri and National Rap Back programs, the employee may not need to submit another fingerprint search for a period of three to six years, depending upon the circumstances. The Contractor understands and agrees that FMDC may require more frequent background checks without providing any explanation to the Contractor. The fact that an additional background check is requested by FMDC does not indicate that the employee has a criminal record.

3.4 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) Heroin 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 01 4000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency

qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" shall have the same meaning as the term "testing agency."

1.4 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.5 INFORMATIONAL SUBMITTALS

- A. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- B. Provide a special inspection for the Clean Agent Fire Suppression System to verify proper installation and operation.

1.6 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Contractor shall engage a qualified testing agency to conduct special tests and inspections required by the Engineer as the responsibility of the Contractor, as indicated in the Statement of Special Inspections attached to this Section, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Engineer and Owner promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Engineer with copy to Owner and to authorities having jurisdiction.

4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and authorities' having jurisdiction reference during normal working hours.
 1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 4000

SECTION 01 5000 - 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. Sanitary facilities, including drinking water
- C. Support facilities include, but are not limited to, the following:
 - 1. Field offices and storage sheds
 - 2. Waste disposal services
 - 3. Construction aids and miscellaneous services and facilities
- D. Security and protection facilities include, but are not limited to, to following:
 - 1. Barricades, warning signs, and lights

1.3 SUBMITTALS

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

1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations 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”.
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. 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. Paint:
 - 1. Paint interior walls where damaged or patched with interior latex-flat wall paint to match existing surfaces.

2.2 EQUIPMENT

- A. 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.
- B. 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.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

- A. Water Service: The Owner will provide water for construction purposes from the existing building system.
- B. Electric Power Service: The Owner will provide electric power for construction lighting and power tools

- C. Toilets: The Contractor will be allowed to use building toilet facilities as designated by the Owner's representative.
- D. Drinking-Water Facilities: The Contractor will be allowed to use building drinking fountains as designated by the Owner's representative.

3.2 SUPPORT FACILITIES INSTALLATION

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

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.
- B. 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.
- C. The LAN room computer equipment shall remain operational during construction. The Contractor shall be responsible for protecting the existing equipment within the space from dust, debris, and water damage during construction. The Contractor shall be responsible for thoroughly cleaning the LAN space and computer equipment upon completion of construction.

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.

END OF SECTION 01 5000

SECTION 01 7400 - 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 impeding 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 place designated for their storage.
2. 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.

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 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. Remove labels that are not permanent labels.
10. 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 of "UL" or similar labels, including mechanical and electrical nameplates.
11. Leave the Project clean and ready for occupancy.

C. 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 01 7400

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training video recordings.

1.3 INFORMATIONAL SUBMITTALS

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

1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
 - 1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of videographer.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Date of video recording.
 - 2. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
 - 3. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on compact disc.

1.5 QUALITY ASSURANCE

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

1.6 COORDINATION

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

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

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

- d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
2. Documentation: Review the following items in detail:
- a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
- a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
- a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.

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

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
 - 2. Owner will furnish an instructor to describe Owner's operational philosophy.
 - 3. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner with at least seven days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

- D. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

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

- F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- G. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 017900

SECTION 23 0501 - MINOR HVAC DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. HVAC demolition.
 - 1. Exhaust Fans
 - 2. Equipment
 - 3. Ductwork
 - 4. Piping
 - 5. Controls

1.02 RELATED REQUIREMENTS

- A. Additional requirements for alterations work.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work: As specified in individual sections.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify field measurements and duct arrangements are as shown on Drawings.
- B. Verify that abandoned ductwork and equipment serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation .
- D. Report discrepancies to Architect before disturbing existing installation.
- E. Beginning of demolition means installer accepts existing conditions.

3.02 PREPARATION

- A. Disconnect HVAC systems in walls, floors, and ceilings to be removed.

3.03 DEMOLITION AND EXTENSION OF EXISTING HVAC WORK

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. Remove abandoned ductwork to source of supply.
- C. Remove exposed abandoned ductwork, including abandoned ductwork above accessible ceiling finishes. Cut ductwork flush with walls and floors, and patch surfaces.
- D. Disconnect abandoned air outlets and inlets and remove. Remove abandoned air outlets and inlets if ductwork servicing them is abandoned and removed. Provide blank covers for abandoned air outlets and inlets that are not removed.
- E. Remove exhaust fans as noted.
- F. Remove piping as noted.
- G. Repair adjacent construction and finishes damaged during demolition and extension work.
- H. Maintain access to existing HVAC installations that remain active. Modify installation or provide access panel as appropriate.
- I. Extend existing installations using materials and methods as specified.

3.04 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment that remain or that are to be reused.

END OF SECTION 23 0501

SECTION 23 0593 – TESTING, ADJUSTING, AND BALANCING FOR HVAC

ENGINEER OF RECORD MUST APPROVE FINAL REPORT PRIOR TO T&B AGENT RECEIVING MORE THAN 50% PAYOUT OF TESTING AND BALANCING CONTRACT TOTAL

PART 1 GENERAL

2.01 SECTION INCLUDES

- A. Testing, adjustment, and balancing of air systems.
- B. Testing, adjustment, and balancing of hydronic and refrigerating systems.
- C. Measurement of final operating condition of HVAC systems.

2.02 RELATED REQUIREMENTS

2.03 REFERENCE STANDARDS

- A. AABC MN-1 - AABC National Standards for Total System Balance; 2002.
- B. ASHRAE Std 111 - Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems; 2008.
- C. NEBB (TAB) - Procedural Standards for Testing Adjusting and Balancing of Environmental Systems; 2015, Eighth Edition.
- D. SMACNA (TAB) - HVAC Systems Testing, Adjusting and Balancing; 2002.

2.04 SUBMITTALS

- A. See Section 01 3300 - Administrative Requirements, for submittal procedures.
- B. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
 - 1. Submit to Architect.
 - 2. Submit six weeks prior to starting the testing, adjusting, and balancing work.
 - 3. Include certification that the plan developer has reviewed the contract documents, the equipment and systems, and the control system with the Architect and other installers to sufficiently understand the design intent for each system.
 - 4. Include at least the following in the plan:
 - a. List of all air flow, water flow, sound level, system capacity and efficiency measurements to be performed and a description of specific test procedures, parameters, formulas to be used.
 - b. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
 - c. Identification and types of measurement instruments to be used and their most recent calibration date.
 - d. Discussion of what notations and markings will be made on the duct and piping drawings during the process.
 - e. Final test report forms to be used.
 - f. Expected problems and solutions, etc.
 - g. Details of how TOTAL flow will be determined; for example:
 - 1) Air: Sum of terminal flows via control system calibrated readings or via hood readings of all terminals, supply (SA) and return air (RA) pitot traverse, SA or RA flow stations.
 - 2) Water: Pump curves, circuit setter, flow station, ultrasonic, etc.
 - h. Confirmation of understanding of the outside air ventilation criteria under all conditions.
 - i. Method of verifying and setting minimum outside air flow rate will be verified and set and for what level (total building, zone, etc.).
 - j. Procedures for formal deficiency reports, including scope, frequency and distribution.
- C. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
 - 1. Revise TAB plan to reflect actual procedures and submit as part of final report.
 - 2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Architect and for inclusion in operating and maintenance manuals.

3. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
4. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
5. Units of Measure: Report data in I-P (inch-pound) units only.
6. Include the following on the title page of each report:
 - a. Name of Testing, Adjusting, and Balancing Agency.
 - b. Address of Testing, Adjusting, and Balancing Agency.
 - c. Telephone number of Testing, Adjusting, and Balancing Agency.
 - d. Project name.
 - e. Project location.
 - f. Project Architect.
 - g. Project Engineer.
 - h. Project Contractor.
 - i. Report date.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

4.01 GENERAL REQUIREMENTS

- A. Perform total system balance in accordance with one of the following:
 1. AABC MN-1, AABC National Standards for Total System Balance.
 2. ASHRAE Std 111, Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems.
 3. NEBB Procedural Standards for Testing Adjusting Balancing of Environmental Systems.
 4. SMACNA (TAB).
- B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.
- C. Where HVAC systems and/or components interface with life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with the authorities having jurisdiction.
- D. TAB Agency Qualifications:
 1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
 2. Having minimum of three years documented experience.
 3. Certified by one of the following:
 - a. AABC, Associated Air Balance Council: www.aabchq.com; upon completion submit AABC National Performance Guaranty.
 - b. NEBB, National Environmental Balancing Bureau: www.nebb.org.
 - c. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: www.tabbcertified.org.
- E. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.

4.02 EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
 1. Systems are started and operating in a safe and normal condition.
 2. Temperature control systems are installed complete and operable.
 3. Proper thermal overload protection is in place for electrical equipment.
 4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
 5. Duct systems are clean of debris.
 6. Fans are rotating correctly.
 7. Fire and volume dampers are in place and open.
 8. Air coil fins are cleaned and combed.
 9. Access doors are closed and duct end caps are in place.
 10. Air outlets are installed and connected.

11. Duct system leakage is minimized.
 12. Hydronic systems are flushed, filled, and vented.
 13. Pumps are rotating correctly.
 14. Proper strainer baskets are clean and in place.
 15. Service and balance valves are open.
- B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.
- C. Beginning of work means acceptance of existing conditions.

4.03 PREPARATION

- A. Hold a pre-balancing meeting at least one week prior to starting TAB work.
1. Require attendance by all installers whose work will be tested, adjusted, or balanced.

4.04 ADJUSTMENT TOLERANCES

- A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.
- B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.
- C. Hydronic Systems: Adjust to within plus or minus 10 percent of design.

4.05 RECORDING AND ADJUSTING

- A. Field Logs: Maintain written logs including:
1. Running log of events and issues.
 2. Discrepancies, deficient or uncompleted work by others.
 3. Contract interpretation requests.
 4. Lists of completed tests.
- B. Ensure recorded data represents actual measured or observed conditions.
- C. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
- D. Mark on the drawings the locations where traverse and other critical measurements were taken and cross reference the location in the final report.
- E. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
- F. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

4.06 AIR SYSTEM PROCEDURE

- A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities at site altitude.
- B. Measure air quantities at air inlets and outlets.
- C. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.
- D. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.
- E. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.
- F. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for 50 percent loading of filters.
- G. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.
- H. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.

- I. Where modulating dampers are provided, take measurements and balance at extreme conditions. Balance variable volume systems at maximum air flow rate, full cooling, and at minimum air flow rate, full heating.

4.07 WATER SYSTEM PROCEDURE

- A. Adjust water systems to provide required or design quantities.
- B. Use calibrated Venturi tubes, orifices, or other metered fittings and pressure gages to determine flow rates for system balance. Where flow metering devices are not installed, base flow balance on temperature difference across various heat transfer elements in the system.
- C. Verify specified flow to Heat pumps then open circuit setters completely

4.08 SCOPE

- A. Test, adjust, and balance the following:
 - 1. HVAC Pumps.
 - 2. Packaged Terminal Air Conditioning Units.
 - 3. Fans.
 - 4. Air Filters.
 - 5. Air Inlets and Outlets.

4.09 MINIMUM DATA TO BE REPORTED

- A. Electric Motors:
 - 1. Manufacturer.
 - 2. Model/Frame.
 - 3. HP/BHP.
 - 4. Phase, voltage, amperage; nameplate, actual, no load.
 - 5. RPM.
- B. Pumps:
 - 1. Identification/number.
 - 2. Manufacturer.
 - 3. Size/model.
 - 4. Design flow rate, pressure drop, BHP.
 - 5. Actual flow rate, pressure drop, BHP.
 - 6. Discharge pressure.
 - 7. Suction pressure.
 - 8. Total operating head pressure.
- C. Air Moving Equipment:
 - 1. Location.
 - 2. Manufacturer.
 - 3. Model number.
 - 4. Serial number.
 - 5. Arrangement/Class/Discharge.
 - 6. Air flow, specified and actual.
 - 7. Return air flow, specified and actual.
 - 8. Outside air flow, specified and actual.
 - 9. Total static pressure (total external), specified and actual.
 - 10. Inlet pressure.
 - 11. Discharge pressure.
- D. Return Air/Outside Air:
 - 1. Identification/location.
 - 2. Design air flow.
 - 3. Actual air flow.
 - 4. Design return air flow.
 - 5. Actual return air flow.
 - 6. Design outside air flow.

7. Actual outside air flow.
- E. Exhaust Fans:
 1. Location.
 2. Manufacturer.
 3. Model number.
 4. Serial number.
 5. Air flow, specified and actual.
- F. Duct Traverses:
 1. System zone/branch.
 2. Duct size.
 3. Area.
 4. Design velocity.
 5. Design air flow.
 6. Test velocity.
 7. Test air flow.
 8. Duct static pressure.
- G. Air Distribution Tests:
 1. Air terminal number.
 2. Room number/location.
 3. Terminal type.
 4. Terminal size.
 5. Design velocity.
 6. Design air flow.
 7. Test (final) velocity.
 8. Test (final) air flow.

END OF SECTION 23 0593

SECTION 23 0713 – DUCT INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Duct insulation.
- B. Insulation jackets.

1.02 RELATED REQUIREMENTS

- A. Section 23 0553 - Identification for HVAC Piping and Equipment.

1.03 REFERENCE STANDARDS

- A. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- B. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2014.
- C. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2010.
- D. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation; 2014.
- E. ASTM C1071 - Standard Specification for Fibrous Glass Duct Lining Insulation (Thermal and Sound Absorbing Material); 2012.
- F. ASTM C1338 - Standard Test Method for Determining Fungi Resistance of Insulation Materials and Facings; 2008.
- G. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- H. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi; 2015.
- I. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2006.
- J. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 3300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section with not less than three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labelled with manufacturer's identification, including product density and thickness.
- B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.07 FIELD CONDITIONS

- A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.
- B. Maintain temperature during and after installation for minimum period of 24 hours.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

- A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.02 GLASS FIBER, FLEXIBLE

- A. Manufacturer:
 - 1. Knauf Insulation; _____: www.knaufinsulation.com.
 - 2. Johns Manville; _____: www.jm.com.
 - 3. Owens Corning Corporation; _____: www.ocbuildingspec.com.
- B. Vapor Barrier Jacket:
 - 1. Kraft paper with glass fiber yarn and bonded to aluminized film.

2.03 GLASS FIBER, RIGID

- A. Manufacturer:
 - 1. Knauf Insulation; _____: www.knaufinsulation.com.
 - 2. Johns Manville; _____: www.jm.com.
 - 3. Owens Corning Corp: www.owenscorning.com.
- B. Insulation: ASTM C612; rigid, noncombustible blanket.
 - 1. 'K' Value: 0.24 at 75 degrees F, when tested in accordance with ASTM C518.

2.04 JACKETS

- A. Aluminum Jacket: ASTM B209 (ASTM B209M).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that ducts have been tested before applying insulation materials.
- B. Verify that surfaces are clean, foreign material removed, and dry.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Insulated ducts conveying air below ambient temperature:
 - 1. Provide insulation with vapor barrier jackets.
 - 2. Finish with tape and vapor barrier jacket.
 - 3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
 - 4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.
- C. Insulated ducts conveying air above ambient temperature:
 - 1. Provide with or without standard vapor barrier jacket.
 - 2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.
- D. External Duct Insulation Application:
 - 1. Secure insulation with vapor barrier with wires and seal jacket joints with vapor barrier adhesive or tape to match jacket.
 - 2. Secure insulation without vapor barrier with staples, tape, or wires.
 - 3. Install without sag on underside of duct. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift duct off trapeze hangers and insert spacers.
 - 4. Seal vapor barrier penetrations by mechanical fasteners with vapor barrier adhesive.
 - 5. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

3.03 SCHEDULE

- A. Insulate all supply and return ductwork with 1-1/2" thick, 1.0 PCF duct wrap.

END OF SECTION 23 0713

SECTION 23 0716 – HVAC EQUIPMENT INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Equipment insulation.
- B. Covering.
- C. Breeching insulation.

1.02 RELATED REQUIREMENTS

- A. Section 23 2113 - Hydronic Piping: Placement of hangers and hanger inserts.

1.03 REFERENCE STANDARDS

- A. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form; 2014.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- C. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 3300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for equipment scheduled.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with not less than three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
- B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.07 FIELD CONDITIONS

- A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.
- B. Maintain temperature during and after installation for minimum period of 24 hours.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

- A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.02 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

- A. Manufacturer:
 - 1. Aeroflex USA, Inc: www.aeroflexusa.com.
 - 2. Armacell LLC: www.armacell.us.
 - 3. K-Flex USA LLC: www.kflexusa.com.
- B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 3, in sheet form.
 - 1. Minimum Service Temperature: Minus 40 degrees F.
 - 2. Maximum Service Temperature: 220 degrees F.
 - 3. Connection: Waterproof vapor barrier adhesive.

- C. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that equipment has been tested before applying insulation materials.
- B. Verify that surfaces are clean and dry, with foreign material removed.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Factory Insulated Equipment: Do not insulate.
- C. Exposed Equipment: Locate insulation and cover seams in least visible locations.
- D. Apply insulation close to equipment by grooving, scoring, and beveling insulation. Fasten insulation to equipment with studs, pins, clips, adhesive, wires, or bands.
- E. Fill joints, cracks, seams, and depressions with bedding compound to form smooth surface. On cold equipment, use vapor barrier cement.
- F. Insulated equipment containing fluids below ambient temperature; insulate entire system.
- G. Nameplates and ASME Stamps: Bevel and seal insulation around; do not insulate over.
- H. Equipment Requiring Access for Maintenance, Repair, or Cleaning: Install insulation so it can be easily removed and replaced without damage.

3.03 SCHEDULE

- A. Ground Source System
 - 1. Pump Bodies:
 - 2. Air Separators:
 - 3. Expansion Tanks:

END OF SECTION 23 0716

SECTION 23 0719 – HVAC PIPING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Piping insulation.
- B. Jackets and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 23 2113 - Hydronic Piping: Placement of hangers and hanger inserts.

1.03 REFERENCE STANDARDS

- A. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- B. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2014.
- C. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form; 2014.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- E. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 3300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

1.06 FIELD CONDITIONS

- A. Maintain ambient conditions required by manufacturers of each product.
- B. Maintain temperature before, during, and after installation for minimum of 24 hours.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

- A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.02 GLASS FIBER

- A. Manufacturers:
 - 1. Knauf Insulation; _____: www.knaufinsulation.com.
 - 2. Johns Manville Corporation: www.jm.com.
 - 3. Owens Corning Corp: www.owenscorning.com.

2.03 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

- A. Manufacturer:
 - 1. Aeroflex USA, Inc: www.aeroflexusa.com.
 - 2. Armacell LLC: www.armacell.us.
 - 3. K-Flex USA LLC: www.kflexusa.com.
- B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 3; use molded tubular material wherever possible.
 - 1. Minimum Service Temperature: Minus 40 degrees F.
 - 2. Maximum Service Temperature: 220 degrees F.

3. Connection: Waterproof vapor barrier adhesive.

2.04 JACKETS

- A. Aluminum Jacket: ASTM B209 (ASTM B209M) formed aluminum sheet.
 1. Thickness: 0.016 inch sheet.
 2. Finish: Smooth.
 3. Joining: Longitudinal slip joints and 2 inch laps.
 4. Fittings: 0.016 inch thick die shaped fitting covers with factory attached protective liner.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that piping has been tested before applying insulation materials.
- B. Verify that surfaces are clean and dry, with foreign material removed.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Exposed Piping: Locate insulation and cover seams in least visible locations.
- C. Insulated pipes conveying fluids below ambient temperature; insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
- D. Inserts and Shields:
 1. Application: Piping 1-1/2 inches diameter or larger.
 2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
 3. Insert location: Between support shield and piping and under the finish jacket.
 4. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
- E. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, refer to Section 07 8400.
- F. Heat Traced Piping: Insulate fittings, joints, and valves with insulation of like material, thickness, and finish as adjoining pipe. Size large enough to enclose pipe and heat tracer. Cover with aluminum jacket with seams located on bottom side of horizontal piping.

3.03 SCHEDULE

- A. Ground Source Supply & Return
 1. Ground Source Water
 - a. 1" Fiberglass with ASJ Viton Fittings

END OF SECTION 23 0719

SECTION 23 2113 – HYDRONIC PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hydronic system requirements.
- B. Pipe hangers and supports.
- C. Unions, flanges, mechanical couplings, and dielectric connections.
- D. Valves:
 - 1. Ball valves.
 - 2. Butterfly valves.
 - 3. Check valves.

1.02 RELATED REQUIREMENTS

- A. Section 23 0719 - HVAC Piping Insulation.

1.03 REFERENCE STANDARDS

- A. ASME B31.9 - Building Services Piping; 2014.
- B. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers; 1992 (Reapproved 2008).
- C. ASTM F1476 - Standard Specification for Performance of Gasketed Mechanical Couplings for Use in Piping Applications; 2007 (Reapproved 2013).
- D. AWWA C606 - Grooved and Shouldered Joints; 2011.
- E. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2009.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Sequencing: Ensure that utility connections are achieved in an orderly and expeditious manner.

1.05 SUBMITTALS

- A. See Section 01 3300 - Administrative Requirements, for submittal procedures.
- B. Product Data:
 - 1. Include data on pipe materials, pipe fittings, valves, and accessories.
 - 2. Indicate valve data and ratings.

1.06 QUALITY ASSURANCE

- A. Provide all grooved joint couplings, fittings, valves, specialties, and grooving tools from a single manufacturer.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- B. Provide temporary protective coating on cast iron and steel valves.
- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

1.08 FIELD CONDITIONS

- A. Do not install underground piping when bedding is wet or frozen.

PART 2 PRODUCTS

2.01 HYDRONIC SYSTEM REQUIREMENTS

- A. Comply with ASME B31.9 and applicable federal, state, and local regulations.

- B. Piping: Provide piping, fittings, hangers and supports as required, as indicated, and as follows:
 - 1. Where more than one piping system material is specified, provide joining fittings that are compatible with piping materials and ensure that the integrity of the system is not jeopardized.
 - 2. Use non-conducting dielectric connections whenever jointing dissimilar metals.
 - 3. Grooved mechanical joints may be used in accessible locations only.
 - a. Accessible locations include those exposed on interior of building, in pipe chases, and in mechanical rooms, aboveground outdoors, and as approved by Architect.
 - b. Use rigid joints unless otherwise indicated.
 - 4. Provide pipe hangers and supports in accordance with ASME B31.9 or MSS SP-58 unless indicated otherwise.
- C. Pipe-to-Valve and Pipe-to-Equipment Connections: Use flanges, unions, or grooved couplings to allow disconnection of components for servicing; do not use direct welded, soldered, or threaded connections.
- D. Valves: Provide valves where indicated:
 - 1. For throttling, bypass, or manual flow control services, use globe, ball, or butterfly valves.
 - 2. In heating water, chilled water, or condenser water systems, butterfly valves may be used interchangeably with gate and globe valves.

2.02 PIPE HANGERS AND SUPPORTS

- A. Provide hangers and supports that comply with MSS SP-58.
 - 1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
- B. In grooved installations, use rigid couplings with offsetting angle-pattern bolt pads or with wedge shaped grooves in header piping to permit support and hanging in accordance with ASME B31.9.

2.03 UNIONS, FLANGES, MECHANICAL COUPLINGS, AND DIELECTRIC CONNECTIONS

- A. Unions for Pipe 2 Inches and Less:
- B. Flanges for Pipe 2 Inches and Greater:
- C. Mechanical Couplings for Grooved and Shouldered Joints: Two or more curved housing segments with continuous key to engage pipe groove, circular C-profile gasket, and bolts to secure and compress gasket.
 - 1. Dimensions and Testing: In accordance with AWWA C606.
 - 2. Mechanical Couplings: Comply with ASTM F1476.
 - 3. Bolts and Nuts: Hot dipped galvanized or zinc-electroplated steel.
 - 4. When pipe is field grooved, provide coupling manufacturer's grooving tools.

2.04 BALL VALVES

- A. Up To and Including 2 Inches:
 - 1. Bronze one piece body, chrome plated brass ball, teflon seats and stuffing box ring, lever handle with balancing stops, solder ends with union.

2.05 BUTTERFLY VALVES

- A. Body: Cast or ductile iron with resilient replaceable EPDM seat, wafer, lug, or grooved ends, extended neck.
- B. Disc: Construct of aluminum bronze, chrome plated ductile iron, stainless steel, ductile iron with EPDM encapsulation, or Buna-N encapsulation.
- C. Operator: 10 position lever handle.

PART 3 EXECUTION

3.01 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Prepare pipe for grooved mechanical joints as required by coupling manufacturer.
- C. Remove scale and dirt on inside and outside before assembly.
- D. Prepare piping connections to equipment using jointing system specified.
- E. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

- F. After completion, fill, clean, and treat systems. Refer to Section 23 2500 for additional requirements.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Route piping in orderly manner, parallel to building structure, and maintain gradient.
- C. Install piping to conserve building space and to avoid interfere with use of space.
- D. Group piping whenever practical at common elevations.
- E. Slope piping and arrange to drain at low points.
- F. Pipe Hangers and Supports:
 - 1. Install in accordance with ASME B31.9, ASTM F708, or MSS SP-58.
 - 2. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
 - 3. Place hangers within 12 inches of each horizontal elbow.
 - 4. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
 - 5. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
 - 6. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
 - 7. Provide copper plated hangers and supports for copper piping.
 - 8. Prime coat exposed steel hangers and supports. Refer to Section 09 9123. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
- G. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 22 0719.

3.03 SCHEDULES

- A. See piping material schedule on drawings
- B. Hanger Spacing for Copper Tubing.
 - 1. 1/2 inch and 3/4 inch: Maximum span, 5 feet; minimum rod size, 1/4 inch.
 - 2. 1 inch: Maximum span, 6 feet; minimum rod size, 1/4 inch.
 - 3. 1-1/2 inch and 2 inch: Maximum span, 8 feet; minimum rod size, 3/8 inch.
- C. Hanger Spacing for Steel Piping.
 - 1. 1/2 inch, 3/4 inch, and 1 inch: Maximum span, 7 feet; minimum rod size, 1/4 inch.
 - 2. 1-1/4 inches: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 - 3. 1-1/2 inches: Maximum span, 9 feet; minimum rod size, 3/8 inch.
 - 4. 2 inches: Maximum span, 10 feet; minimum rod size, 3/8 inch.
 - 5. 2-1/2 inches: Maximum span, 11 feet; minimum rod size, 3/8 inch.
 - 6. 3 inches: Maximum span, 12 feet; minimum rod size, 3/8 inch.
 - 7. 4 inches: Maximum span, 14 feet; minimum rod size, 1/2 inch.
- D. Hanger Spacing for Plastic Piping.
 - 1. 1/2 inch: Maximum span, 42 inches; minimum rod size, 1/4 inch.
 - 2. 3/4 inch: Maximum span, 45 inches; minimum rod size, 1/4 inch.
 - 3. 1 inch: Maximum span, 51 inches; minimum rod size, 1/4 inch.
 - 4. 1-1/4 inches: Maximum span, 57 inches; minimum rod size, 3/8 inch.
 - 5. 1-1/2 inches: Maximum span, 63 inches; minimum rod size, 3/8 inch.
 - 6. 2 inches: Maximum span, 69 inches; minimum rod size, 3/8 inch.

END OF SECTION 23 2113

SECTION 23 3100 – HVAC DUCTS AND CASINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal ductwork.

1.02 RELATED REQUIREMENTS

- A. Section 23 0713 - Duct Insulation: External insulation and duct liner.
- B. Section 23 3300 - Air Duct Accessories.

1.03 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- B. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2015.
- C. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005.

1.04 SUBMITTALS

- A. See Section 01 3300 - Administrative Requirements, for submittal procedures.
- B. Product Data

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience, and approved by manufacturer.

1.06 FIELD CONDITIONS

- A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.
- B. Maintain temperatures within acceptable range during and after installation of duct sealants.

PART 2 PRODUCTS

2.01 DUCT ASSEMBLIES

- A. Regulatory Requirements: Construct ductwork to NFPA 90A standards.
- B. Ducts: Galvanized steel, unless otherwise indicated.
- C. Low Pressure Supply (Heating Systems): 1/2 inch w.g. pressure class, galvanized steel.
- D. Low Pressure Supply (System with Cooling Coils): 1/2 inch w.g. pressure class, galvanized steel.
- E. Return and Relief: 1/2 inch w.g. pressure class, galvanized steel.
- F. General Exhaust: 1/2 inch w.g. pressure class, galvanized steel.
- G. Outside Air Intake: 1/2 inch w.g. pressure class, galvanized steel.
- H. Transfer Air and Sound Boots: 1/2 inch w.g. pressure class, fibrous glass.

2.02 MATERIALS

- A. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.

2.03 DUCTWORK FABRICATION

- A. Fabricate and support in accordance with SMACNA (DCS) and as indicated.
- B. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- C. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.

- D. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA (DCS).

2.04 MANUFACTURED DUCTWORK AND FITTINGS

- A. Flexible Ducts: Black polymer film supported by helically wound spring steel wire.
 - 1. UL labeled.
 - 2. Insulation: Fiberglass insulation with polyethylene vapor barrier film.
 - 3. Pressure Rating: 4 inches WG positive and 0.5 inches WG negative.
 - 4. Maximum Velocity: 4000 fpm.
 - 5. Temperature Range: Minus 20 degrees F to 175 degrees F.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install, support, and seal ducts in accordance with SMACNA (DCS).
- B. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
- C. Flexible Ducts: Connect to metal ducts with adhesive.
- D. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.
- E. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- F. Connect diffusers or light troffer boots to low pressure ducts directly or with 5 feet maximum length of flexible duct held in place with strap or clamp.

END OF SECTION 23 3100

SECTION 23 3300 – AIR DUCT ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Air turning devices/extractors.
- B. Backdraft dampers - metal.
- C. Backdraft dampers - fabric.
- D. Combination fire and smoke dampers.
- E. Duct access doors.
- F. Duct test holes.
- G. Fire dampers.
- H. Flexible duct connections.
- I. Smoke dampers.
- J. Volume control dampers.

1.02 RELATED REQUIREMENTS

- A. Section 23 3100 - HVAC Ducts and Casings.

1.03 REFERENCE STANDARDS

- A. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2015.
- B. NFPA 92 - Standard for Smoke Control Systems; 2015.
- C. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005.
- D. UL 33 - Safety Heat Responsive Links for Fire-Protection Service; Current Edition, Including All Revisions.
- E. UL 555 - Standard for Fire Dampers; Current Edition, Including All Revisions.
- F. UL 555S - Standard for Smoke Dampers; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 3300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide for shop fabricated assemblies including volume control dampers. Include electrical characteristics and connection requirements.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
- B. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect dampers from damage to operating linkages and blades.

PART 2 PRODUCTS

2.01 AIR TURNING DEVICES/EXTRACTORS

- A. Multi-blade device with blades aligned in short dimension; steel construction; with individually adjustable blades, mounting straps.

2.02 BACKDRAFT DAMPERS - METAL

- A. Gravity Backdraft Dampers, Size 18 by 18 inches or Smaller, Furnished with Air Moving Equipment: Air moving equipment manufacturer's standard construction.

2.03 BACKDRAFT DAMPERS - FABRIC

- A. Fabric Backdraft Dampers: Factory-fabricated.
 - 1. Blades: Neoprene coated fabric material.
 - 2. Birdscreen: 1/2 inch nominal mesh of galvanized steel or aluminum.
 - 3. Maximum Velocity: 1000 fpm (5 m/sec) face velocity.

2.04 COMBINATION FIRE AND SMOKE DAMPERS

- A. Fabricate in accordance with NFPA 90A, UL 555, UL 555S, and as indicated.
- B. Provide factory sleeve and collar for each damper.
- C. Operators: UL listed and labelled spring return pneumatic type suitable for operation on 0-20 psig instrument air. Provide end switches to indicate damper position. Locate damper operator on interior of duct and link to damper operating shaft.
- D. Normally Open Smoke Responsive Fire Dampers: Curtain type, closing upon actuation of electro thermal link, flexible stainless steel blade edge seals to provide constant sealing pressure, stainless steel springs with locking devices to ensure positive closure for units mounted horizontally.
- E. Electro Thermal Link: Fusible link melting at 165 degrees F; 120 volts, single phase, 60 Hz; UL listed and labeled.

2.05 DUCT ACCESS DOORS

- A. Fabricate in accordance with SMACNA (DCS) and as indicated.

2.06 DUCT TEST HOLES

2.07 FIRE DAMPERS

- A. Fabricate in accordance with NFPA 90A and UL 555, and as indicated.
- B. Horizontal Dampers: Galvanized steel, 22 gage, 0.0299 inch frame, stainless steel closure spring, and lightweight, heat retardant non-asbestos fabric blanket.
- C. Curtain Type Dampers: Galvanized steel with interlocking blades. Provide stainless steel closure springs and latches for horizontal installations. Configure with blades out of air stream except for 1.0 inch pressure class ducts up to 12 inches in height.
- D. Multiple Blade Dampers: 16 gage, 0.0598 inch galvanized steel frame and blades, oil-impregnated bronze or stainless steel sleeve bearings and plated steel axles, 1/8 by 1/2 inch plated steel concealed linkage, stainless steel closure spring, blade stops, and lock.
- E. Fusible Links: UL 33, separate at 160 degrees F with adjustable link straps for combination fire/balancing dampers.

2.08 FLEXIBLE DUCT CONNECTIONS

- A. Fabricate in accordance with SMACNA (DCS) and as indicated.
- B. Flexible Duct Connections: Fabric crimped into metal edging strip.
 - 1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric to NFPA 90A, minimum density 30 oz per sq yd.
- C. Maximum Installed Length: 14 inch.

2.09 SMOKE DAMPERS

- A. Fabricate in accordance with NFPA 90A and UL 555S, and as indicated.
- B. Dampers: UL Class 1 airfoil blade type smoke damper, normally open automatically operated by pneumatic actuator.
- C. Electro Thermal Link: Fusible link melting at 165 degrees F; 120 volts, single phase, 60 Hz; UL listed and labeled.

2.10 VOLUME CONTROL DAMPERS

- A. Fabricate in accordance with SMACNA (DCS) and as indicated.
- B. Single Blade Dampers: Fabricate for duct sizes up to 6 by 30 inch.
 - 1. Blade: 24 gage, 0.0239 inch, minimum.
- C. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 by 72 inch. Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.
 - 1. Blade: 18 gage, 0.0478 inch, minimum.
- D. Quadrants:
 - 1. Provide locking, indicating quadrant regulators on single and multi-blade dampers.
 - 2. On insulated ducts mount quadrant regulators on stand-off mounting brackets, bases, or adapters.
 - 3. Where rod lengths exceed 30 inches provide regulator at both ends.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA (DCS). Refer to Section 23 3100 for duct construction and pressure class.
- B. Provide backdraft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated.
- C. Provide duct test holes where indicated and required for testing and balancing purposes.
- D. Provide fire dampers, combination fire and smoke dampers, and smoke dampers at locations indicated, where ducts and outlets pass through fire rated components, and where required by Authorities Having Jurisdiction. Install with required perimeter mounting angles, sleeves, breakaway duct connections, corrosion resistant springs, bearings, bushings and hinges.
- E. Install smoke dampers and combination smoke and fire dampers in accordance with NFPA 92.
- F. Demonstrate re-setting of fire dampers to Owner's representative.
- G. At fans and motorized equipment associated with ducts, provide flexible duct connections immediately adjacent to the equipment.
- H. At equipment supported by vibration isolators, provide flexible duct connections immediately adjacent to the equipment.
- I. Provide balancing dampers at points on supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum 2 duct widths from duct take-off.
- J. Provide balancing dampers on high velocity systems where indicated.
- K. Provide balancing dampers on duct take-off to diffusers, grilles, and registers, regardless of whether dampers are specified as part of the diffuser, grille, or register assembly.

END OF SECTION 23 3300

SECTION 23 7423 – PACKAGED DEDICATED OUTDOOR-AIR UNITS

PART 1: GENERAL

1.01 SECTION INCLUDES

- A. Packaged Dedicated Outdoor-Air Units.

1.02 REFERENCES

- A. AFBMA 9 - Load Ratings and Fatigue Life for Ball Bearings.
- B. AMCA 99—Standards Handbook
- C. AMCA 210—Laboratory Methods of Testing Fans for Rating Purposes
- D. AMCA 500—Test Methods for Louver, Dampers, and Shutters.
- E. AHRI 340/360 - Unitary Large Equipment
- F. NEMA MG1—Motors and Generators
- G. National Electrical Code.
- H. NFPA 70—National Fire Protection Agency.
- I. SMACNA—HVAC Duct Construction Standards—Metal and Flexible.
- J. UL 900—Test Performance of Air Filter Units.

1.03 SUBMITTALS

- A. Product Data:
 - 1. Provide literature that indicates dimensions, weights, capacities, ratings, fan performance, and electrical characteristics and connection requirements.
 - 2. Provide computer generated fan curves with specified operating point clearly plotted.
 - 3. Manufacturer's Installation Instructions.
- B. Operation and Maintenance Data: Provide instructions for installation, maintenance and service.

1.04 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five years documented experience, who issues complete catalog data on total product.
- B. Startup must be done by trained personnel experienced with rooftop equipment.
- C. Do not operate units for any purpose, temporary or permanent, until ductwork is clean, filters and remote controls are in place, bearings lubricated, and manufacturers' installation instructions have been followed.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site.
- B. Accept products on site and inspect for damage.
- C. Store in clean dry place and protect from weather and construction traffic. Handle carefully to avoid damage to components, enclosures, and finish.

PART 2: PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers:
 - 1. Daikin Applied
 - 2. CaptiveAire
 - 3. AAON

2.02 GENERAL DESCRIPTION

- A. Furnish as shown on plans, Daikin Applied Rebel Single Zone Heating and Cooling Unit(s) model DPS. Unit performance and electrical characteristics shall be per the job schedule.
- B. Configuration: Fabricate as detailed on prints and drawings:
 - 1. Return plenum / economizer section
 - 2. Filter section
 - 3. Cooling coil section
 - 4. Supply fan section
 - 5. Electric heating section.
 - 6. Heatpump Condensing unit section
- C. The complete unit shall be cETLus listed.
- D. The unit shall be ASHRAE 90.1-2019 compliant and labeled.
- E. Each unit shall be specifically designed for outdoor rooftop application and include a weatherproof cabinet. Each unit shall be completely factory assembled and shipped in one piece. Packaged units shall be shipped fully charged with R-32 Refrigerant and oil.
- F. The unit shall undergo a complete factory run test prior to shipment. The factory test shall include a refrigeration circuit run test, a unit control system operations checkout, a unit refrigerant leak test and a final unit inspection.
- G. All units shall have decals and tags to indicate caution areas and aid unit service. Unit nameplates shall be fixed to the main control panel door. Electrical wiring diagrams shall be attached to the control panels. Installation, operating and maintenance bulletins and start-up forms shall be supplied with each unit.
- H. Performance: All scheduled EER, IEER, capacities and face areas are minimum accepted values. All scheduled amps, kW, and HP are maximum accepted values that allow scheduled capacity to be met.
- I. Warranty: The manufacturer shall provide 12-month parts only warranty. Defective parts shall be repaired or replaced during the warranty period at no charge. The warranty period shall commence at startup or six months after shipment, whichever occurs first. The manufacturer shall provide a 5-year compressor parts warranty.

2.03 CABINET, CASING, AND FRAME

- A. Panel construction shall be double-wall construction for all panels. All floor panels shall have a solid galvanized steel inner liner on the air stream side of the unit to protect insulation during service and maintenance. Insulation shall be a minimum of 1" thick with an R-value of 7.0 on sizes 3-17 tons, and 2" 2" thick with an R-value of 13 for 16-31 Tons, and shall be 2 part injected foam. Panel design shall include no exposed insulation edges. Unit cabinet shall be designed to operate at total static pressures up to 5.0 inches w.g.
- B. Exterior surfaces shall be constructed of painted galvanized steel, for aesthetics and long-term durability. Paint finish will include a base primer with a high-quality polyester resin topcoat. Finished, unabraded panel surfaces shall be exposed to an ASTM B117 salt spray environment and exhibit no visible red rust at a minimum of 3,000 hours exposure. Finished, abraded surfaces shall be tested per ASTM D1654, having a mean scribe creepage not exceeding 1/16" at 1,000 hours minimum exposure to an ASTM B117 salt spray environment. Measurements of results shall be quantified using ASTM D1654 in conjunction with ASTM D610 and ASTM D714 to evaluate blister and rust ratings.

- C. Service doors shall be provided on the fan section, filter section, control panel section, energy recovery section, and heating vestibule in order to provide user access to unit components. All service access doors shall be mounted on multiple, stainless-steel hinges and shall be secured by a latch system. Removable service panels secured by multiple mechanical fasteners are not acceptable.
- D. The unit base shall overhang the roof curb for positive water runoff and shall seat on the roof curb gasket to provide a positive, weathertight seal.

2.04 OUTDOOR/RETURN AIR SECTION

A. - Unit shall be provided with an outdoor air economizer section. The economizer section shall include outdoor, return, and exhaust air dampers. The economizer operation shall be fully integral to the mechanical cooling and allow up to 100% of mechanical cooling if needed to maintain the cooling discharge air temperature. The outdoor air hood shall be factory installed and constructed from galvanized steel finished with the same durable paint finish as the main unit. The hood shall include moisture eliminator filters to drain water away from the entering air stream. The outside and return air dampers shall be sized to handle 100% of the supply air volume. The dampers shall be parallel blade design. Damper blades shall be gasketed with side seals to provide an air leakage rate of 1.5 cfm / square foot of damper area at 1" differential pressure in accordance with testing defined in AMCA 500. A barometric exhaust damper shall be provided to exhaust air out of the back of the unit. A bird screen shall be provided to prevent infiltration of rain and foreign materials. Exhaust damper blades shall be lined with vinyl gasketing on contact edges. Control of the dampers shall be by a factory installed direct coupled actuator. Damper actuator shall be of the modulating, spring return type. A comparative enthalpy control shall be provided to sense and compare enthalpy in both the outdoor and return air streams to determine if outdoor air is suitable for "free" cooling. If outdoor air is suitable for "free" cooling, the outdoor air dampers shall modulate in response to the unit's temperature control system.

2.05 FILTERS

- A. Unit shall be provided with a draw-through filter section. The filter rack shall be designed to accept a 2" prefilter and a 4" final filter. The unit design shall have a hinged access door for the filter section. The manufacturer shall ship the rooftop unit with 2" MERV 8 construction filters. The contractor shall furnish and install, at building occupancy, the final set of filters per the contract documents.
- B. All units shall be provided with a through the wall magnehelic filter gauge that displays filter loading on the exterior of the unit.

2.07 COOLING COIL

- A. The indoor coil section shall be installed in a draw through configuration, upstream of the supply air fan. The coil section shall be complete with a factory piped cooling coil and an ASHRAE 62.1 compliant double sloped drain pan.
- B. The direct expansion (DX) cooling coils shall be fabricated of seamless high efficiency copper tubing that is mechanically expanded into high efficiency aluminum plate fins. Coils shall be a multi-row, staggered tube design with a minimum of 3 rows. All cooling coils shall have an interlaced coil circuiting that keeps the full coil face active at all load conditions. All coils shall be factory leak tested with high pressure air under water.
- C. The cooling coil shall have an electronic controlled expansion valve. The unit controller shall control the expansion valve to maintain liquid subcooling and the superheat of the refrigerant system.

- D. The refrigerant suction lines shall be fully insulated from the expansion valve to the compressors.
- E. The drain pan shall be stainless steel and positively sloped. The slope of the drain pan shall be in two directions and comply with ASHRAE Standard 62.1. The drain pan shall have a minimum slope of 1/8" per foot to provide positive draining. The drain pan shall extend beyond the leaving side of the coil. The drain pan shall have a threaded drain connection extending through the unit base.

2.08 HOT GAS REHEAT

- A. Unit shall be equipped with a fully modulating hot gas reheat coil with hot gas coming from the unit condenser.
- B. Hot gas reheat coil shall be a Micro Channel design. The aluminum tube shall be a micro channel design with high efficiency aluminum fins. Fins shall be brazed to the tubing for a direct bond. The capacity of the reheat coil shall allow for a 20°F temperature rise at all operating conditions.
- C. The modulating hot gas reheat systems shall allow for independent control of the cooling coil leaving air temperature and the reheat coil leaving air temperature. The cooling coil and reheat coil leaving air temperature setpoints shall be adjustable through the unit controller. During the dehumidification cycle the unit shall be capable of 100% of the cooling capacity. The hot gas reheat coil shall provide discharge temperature control within +/- 2°F.
- D. Each coil shall be factory leak tested with high-pressure air under water.

2.09 SUPPLY FAN

- A. Supply fan shall be a single width, single inlet (SWSI) airfoil centrifugal fan. The fan wheel shall be Class II construction with fan blades that are continuously welded to the hub plate and end rim. The supply fan shall be a direct drive fan mounted to the motor shaft. Belts and sheaves are not acceptable due to the additional maintenance.
- B. Supply fan and motor assembly combinations larger than 8 hp or 22" diameter shall be internally isolated on 1" deflection, spring isolators and include removable shipping tie downs.
- C. The fan motor shall be a totally enclosed EC motor that is speed controlled by the rooftop unit controller. The motor shall include thermal overload protection and protect the motor in the case of excessive motor temperatures. The motor shall have phase failure protection and prevent the motor from operation in the event of a loss of phase. Motors shall be premium efficiency.
- D. The supply fan shall be capable of airflow modulation from 30% to 100% of the scheduled designed airflow. The fan shall not operate in a state of surge at any point within the modulation range.

2.010 HEATING SECTION

- A. The rooftop unit shall include an electrical resistance heating coil section. Staged electric heating coil modules shall be factory installed downstream of the supply air fan in the heating section of the rooftop unit. Heating coils shall be constructed of a low watt density, nickel - chromium alloy resistance wire with intermediate supports that include ceramic bushings. The electrical contactors shall be of the full line-breaking type with all the electrical power legs being disconnected when the contactors are not energized. All electrical circuit wiring shall be designed with copper conductors, aluminum wires are not acceptable. Heating element branch circuits shall be individually fused to a maximum of 48 Amps per NEC requirements. The power supply for the electric heater shall be factory wired into the unit's main power block or disconnect switch.
- B. The heating modules shall have an automatic reset, high temperature limit safety protection. A secondary high limit protection shall also be provided that requires a manual reset. An airflow switch

shall be provided with the heating module to prevent the electric heater from operating in the event of no airflow.

1. The electric heat elements shall be controlled by the factory installed DDC unit control system. The heater shall have proportional SCR control. The unit controller shall modulate the electric heater to maintain the discharge air temperature setpoint.

C. Field installed heating modules shall require a field ETL certification. Duct heaters mounted within the rooftop unit in the field shall not be acceptable. The manufacturer's rooftop unit ETL certification shall cover the complete unit including the electric heating modules.

2.011 HEAT PUMP HEATING

A. The evaporator coil, condenser coil, compressors and refrigerant circuit shall be designed for heat pump operation. The refrigerant circuit shall contain a 4-way reversing valve for the heat pump operation. The outdoor coil shall have an electronic expansion valve to control the refrigerant flow. The unit controller shall modulate the expansion valve to maintain compressor operation within the compressor operational envelope.

B. The refrigerant system shall have a pump-down cycle.

C. The unit shall have an electric resistance heating coil for auxiliary heating. When the heatpump operation cannot maintain the discharge air temperature setpoint the electric heating coil shall temper the airstream to the discharge air temperature setpoint.

2.012 CONDENSING SECTION

A. Outdoor coils shall have seamless copper tubes, mechanically bonded into aluminum plate-type fins. The fins shall have full drawn collars to completely cover the tubes. A sub-cooling coil shall be an integral part of the main outdoor air coil. Each outdoor air coil shall be factory leak tested with high-pressure air under water.

B. Outdoor air coils shall be protected from incidental contact to coil fins by a coil guard. Coil guard shall be constructed of cross wire welded steel with PVC coating.

C. Fan motors shall be an ECM type motor for proportional control. The unit controller shall proportionally control the speed of the condenser fan motors to maintain the head pressure of the refrigerant circuit in ambient conditions up to 125°F]. Mechanical cooling shall be provided to 0°F. Heat Pump Heating shall be provided to -10°F. The motor shall include thermal overload protection and protect the motor in the case of excessive motor temperatures. The motor shall have phase failure protection and prevent the motor from operation in the event of a loss of phase.

D. The condenser fan shall be low noise blade design. Fan blade design shall be a dynamic profile for low tip speed. Fan blade shall be of a composite material.

E. The unit shall have scroll compressors. One of the compressors shall be an inverter compressor providing proportional control. The unit controller shall control the speed of the compressor to maintain the discharge air temperature. [The inverter compressor shall have a separate oil pump and an oil separator for each compressor that routes oil back to the compressor instead of through the discharge line.

F. Pressure transducers shall be provided for the suction pressure and head pressure. Temperature sensor shall be provided for the suction temperature and the refrigerant discharge temperature of the compressors. All of the above devices shall be an input to the unit controller and the values be displayed at the unit controller.

G. Refrigerant circuit shall have a bypass valve between the suction and discharge refrigerant lines for low head pressure compressor starting and increased compressor reliability. When there is a call for

mechanical cooling the bypass valve shall open to equalizing the suction and discharge pressures. When pressures are equalized the bypass valve shall close and the compressor shall be allowed to start.

H. Each circuit shall be dehydrated and factory charged with R32 Refrigerant and oil.

2.013 ELECTRICAL

A. Unit wiring shall comply with NEC requirements and with all applicable UL standards. All electrical components shall be UL recognized where applicable. All wiring and electrical components provided with the unit shall be number and color-coded and labeled according to the electrical diagram provided for easy identification. The unit shall be provided with a factory wired weatherproof control panel. Unit shall have a single point power terminal block for main power connection. A terminal board shall be provided for low voltage control wiring. Branch short circuit protection, 115-volt control circuit transformer and fuse, system switches, and a high temperature sensor shall also be provided with the unit. Each compressor and condenser fan motor shall be furnished with contactors and inherent thermal overload protection. Supply fan motors shall have contactors and external overload protection. Knockouts shall be provided in the bottom of the main control panels for field wiring entrance.

B. A GFI receptacle shall be unit mounted. The receptacle shall be powered by a factory installed and wired 120V, 15 amp power supply. The power supply shall be wired to the line side of the unit's main disconnect, so the receptacle is powered when the main unit disconnect is off. This option shall include a GFI receptacle, 2.0 KVA transformer and a branch circuit disconnect. The electrical circuit shall be complete with primary and secondary overload protection.

C. A single non-fused disconnect switch shall be provided for disconnecting electrical power at the unit. Disconnect switches shall be mounted internally to the control panel and operated by an externally mounted handle.

2.014 CONTROLS

A. Provide a complete integrated microprocessor based Direct Digital Control (DDC) system to control all unit functions including temperature control, scheduling, monitoring, unit safety protection, including compressor minimum run and minimum off times, and diagnostics. This system shall consist of all required temperature sensors, pressure sensors, controller and keypad/display operator interface. All MCBs and sensors shall be factory mounted, wired and tested. The controller shall be able to be connected to the existing Alerton building automation system through a BACNET card.

B. The DDC control system shall permit starting and stopping of the unit locally or remotely. The control system shall be capable of providing a remote alarm indication. The unit control system shall provide for outside air damper actuation, emergency shutdown, remote heat enable/disable, remote cool enable/disable, heat indication, cool indication, and fan operation.

C. The DDC control system shall permit starting and stopping of the unit locally or remotely. The control system shall be capable of providing a remote alarm indication. The unit control system shall provide for outside air damper actuation, emergency shutdown, remote heat enable/disable, remote cool enable/disable, heat indication, cool indication, and fan operation.

D. All digital inputs and outputs shall be protected against damage from transients or incorrect voltages. All field wiring shall be terminated at a separate, clearly marked terminal strip.

E. The DDC controller shall have a built-in time schedule. The schedule shall be programmable from the unit keypad interface. The schedule shall be maintained in nonvolatile memory to ensure that it is not lost during a power failure. There shall be one start/stop per day and a separate holiday schedule.

The controller shall accept up to sixteen holidays each with up to a 5-day duration. Each unit shall also have the ability to accept a time schedule via BAS network communications.

F. The keypad interface shall allow convenient navigation and access to all control functions. The unit keypad/display character format shall be 4 lines x 20 characters. All control settings shall be password protected against unauthorized changes. For ease of service, the display format shall be English language readout. Coded formats with look-up tables will not be accepted. The user interaction with the display shall provide the following information as a minimum:

1. Return air temperature
2. Discharge air temperature
3. Outdoor air temperature
4. Space air temperature
5. Outdoor enthalpy, high/low
6. Compressor suction temperature and pressure
7. Compressor head pressure and temperature
8. Expansion valve position
9. Condenser fan speed
10. Inverter compressor speed
11. Dirty filter indication
12. Airflow verification
13. Cooling status
14. Control temperature (Changeover).
15. VAV box output status
16. Cooling status/capacity
17. Unit status
18. All time schedules
19. All time schedules
20. Previous alarms with time and date
21. Optimal start
22. Supply fan and exhaust fan speed
23. System operating hours

G. The user interaction with the keypad shall provide the following:

1. Controls mode
2. Cooling and heating change-over temperature with deadband
3. Cooling discharge air temperature (DAT)
4. Supply reset options
5. Temperature alarm limits
6. Lockout control for compressors
7. Compressor interstage timers
8. Night setback and setup space temperature
9. Building static pressure
10. Economizer changeover
11. Currently time and date
12. Tenant override time
13. Occupied/unoccupied time schedule
14. One event schedule
15. Holiday dates and duration

- 16. Adjustable set points
- 17. Service mode
- H. The unit shall be set up for discharge air control to provide neutral outside air to the spaces for ventilation air.
- I. The unit controls shall connect to the existing Alerton BAS.

2.015 ROOF CURB

- A. A prefabricated heavy gauge galvanized steel, solid bottom mounting curb shall be provided for field assembly on the existing grade level concrete pad prior to unit shipment. The roof curb shall be a full perimeter type with complete perimeter support of the air handling section and condensing section. The curb shall be a minimum of 14" high and include a nominal 2" x 4" wood nailing strip. Gasket shall be provided for field mounting between the unit base and roof curb.

3.0 EXECUTION

3.01 EXAMINATION

- A. Verify that substrates are ready for installation of units and openings are as indicated on shop drawings.
- B. Verify that proper power supply is available and in correct location.
- C. Verify that proper fuel supply is available for connection.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions and requirements of local authorities having jurisdiction.
- B. Install in accordance with NFPA 90A and NFPA 90B.

3.03 SCHEDULE

- A. See drawings

END OF SECTION 23 7423

SECTION 23 8127 – WATER SOURCE HEAT PUMPS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water-source heat pumps.
- B. Controls.

1.02 RELATED REQUIREMENTS

- A. Section 23 2113 – Hydronic Piping.
- B. Section 23 3100 - HVAC Ducts and Casings.

1.03 REFERENCE STANDARDS

- A. AHRI 210/240 - Standard for Performance Rating of Unitary Air-Conditioning and Air-Source Heat Pump Equipment; 2008.
- B. ASHRAE Std 90.1 - Energy Standard for Buildings Except Low-Rise Residential Buildings; 2013, Including All Addenda.
- C. NEMA MG 1 - Motors and Generators; 2014.
- D. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2015.
- E. NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems; 2015.
- F. UL 207 - Standard for Refrigerant-Containing Components and Accessories, Nonelectrical; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. Product Data: Provide rated capacities, weights, accessories, electrical nameplate data, and wiring diagrams.
- B. O&M Manuals:
 - 1. Warranty: Submit manufacturer's warranty and ensure forms have been filled out in Owner's name and registered with manufacturer.
 - 2. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. Extra Filters: One for each unit.
 - 3. Equipment maintenance and owner manual.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum five years of experience and approved by manufacturer.

1.06 WARRANTY

- A. Provide five year manufacturer's warranty for compressors, parts only.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Daikin:
- B. Climatemaster.
- C. Waterfurnace.

2.02 INDOOR UNITS FOR DUCTED SYSTEMS

- A. Indoor Units: Self-contained, packaged, factory assembled, pre-wired unit consisting of cabinet, supply fan, heating and cooling element(s), controls, and accessories; wired for single power connection with control transformer.
 - 1. Cabinet: Steel with baked enamel finish, easily removed and secured access doors with safety interlock switches, glass fiber insulation with reflective liner.
 - 2. Heating and Cooling Units: Self-contained, packaged, matched factory-engineered and assembled, pre-wired indoor units; UL listed.
- B. Supply Fan: Centrifugal type rubber mounted with direct or belt drive with adjustable variable pitch motor pulley.
 - 1. Motor: NEMA MG 1; 1750 rpm single speed, permanently lubricated, hinge mounted.
 - 2. Motor Electrical Characteristics:
- C. Air Filters: See Drawings
- D. Evaporator Coils: Copper tube aluminum fin assembly, galvanized or polymer drain pan sloped in all directions to drain, drain connection, refrigerant piping connections, restricted distributor or thermostatic expansion valve.
 - 1. Construction and Ratings: In accordance with AHRI 210/240 and UL 207.
 - 2. Manufacturers: System manufacturer.
- E. Performance Requirements: See Drawings for additional requirements.

2.03 ACCESSORY EQUIPMENT

- A. Room Thermostat: Alerton wall-mounted, electric solid state microcomputer based Bacnet compatible room thermostat to maintain temperature setting and integral humidistat for humidity control. Low-voltage; with following features:
 - 1. Automatic switching from heating to cooling.
 - 2. Preferential rate control to minimize overshoot and deviation from setpoint.
 - 3. Short cycle protection.
 - 4. Thermostat Display:
 - a. Actual room temperature.
 - b. Programmed temperature.
 - c. System Mode Indication: Heating, Cooling, Fan Auto, Fan Off, Fan On, Humidity Control On, Occupied, Unoccupied
- B. The heat pumps shall be connected to the existing Alerton BAS system.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrates are ready for installation of units and openings are as indicated on shop drawings.
- B. Verify that proper power supply is available and in correct location.
- C. Verify that proper fuel supply is available for connection.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions and requirements of local authorities having jurisdiction.
- B. Install in accordance with NFPA 90A and NFPA 90B.

3.03 SCHEDULE

- A. See drawings

END OF SECTION 23 8127

SECTION 26 0501 – MINOR ELECTRICAL DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical demolition.

1.02 RELATED REQUIREMENTS

1.03 SUBMITTALS

- A. See Section 01 3300 - Administrative Requirements, for submittal procedures.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work: As specified in individual sections.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify field measurements and circuiting arrangements are as shown on Drawings.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation and existing record documents.
- D. Report discrepancies to Architect before disturbing existing installation.
- E. Beginning of demolition means installer accepts existing conditions.

3.02 PREPARATION

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate utility service outages with utility company.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
 - 1. Obtain permission from Owner at least 24 hours before partially or completely disabling system.
- E. Existing Fire Alarm System: Maintain existing system in service until new system is accepted. Disable system only to make switchovers and connections. Minimize outage duration.
 - 1. Notify Owner before partially or completely disabling system.
 - 2. Notify local fire service.
 - 3. Make notifications at least 24 hours in advance.
 - 4. Make temporary connections to maintain service in areas adjacent to work area.
- F. Existing Telephone System: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
 - 1. Notify Owner at least 24 hours before partially or completely disabling system.

2. Notify telephone utility company at least 24 hours before partially or completely disabling system.
3. Make temporary connections to maintain service in areas adjacent to work area.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Perform work for removal and disposal of equipment and materials containing toxic substances regulated under the Federal Toxic Substances Control Act (TSCA) in accordance with applicable federal, state, and local regulations. Applicable equipment and materials include, but are not limited to:
 1. PCB-containing electrical equipment, including transformers, capacitors, and switches.
 2. PCB- and DEHP-containing lighting ballasts.
 3. Mercury-containing lamps and tubes, including fluorescent lamps, high intensity discharge (HID), arc lamps, ultra-violet, high pressure sodium, mercury vapor, ignitron tubes, neon, and incandescent.
- B. Remove, relocate, and extend existing installations to accommodate new construction.
- C. Remove abandoned wiring to source of supply.
- D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- F. Repair adjacent construction and finishes damaged during demolition and extension work.
- G. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

3.04 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment that remain or that are to be reused.
- B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

END OF SECTION 26 0501

SECTION 26 0519 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Single conductor building wire.
- B. Wiring connectors.
- C. Electrical tape.
- D. Wire pulling lubricant.
- E. Cable ties.

1.02 RELATED REQUIREMENTS

- A. Section 26 0526 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.

1.03 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013.
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011.
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010 (Reapproved 2014).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2014).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2010.
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- G. NEMA WC 70 - Nonshielded Power Cable 2000 V or Less for the Distribution of Electrical Energy; 2009.
- H. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- K. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- L. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- M. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- N. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 - 2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.

3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. See Section 01 3300 - Administrative Requirements, for submittal procedures.
- B. Product Data.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

1.08 FIELD CONDITIONS

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:
 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B 787M unless otherwise indicated.
 3. Tinned Copper Conductors: Comply with ASTM B33.
- H. Minimum Conductor Size:
 1. Branch Circuits: 12 AWG.
 - a. Exceptions:
 - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
 - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
- I. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

- J. Conductor Color Coding:
 - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 - 2. Color Coding Method: Integrally colored insulation.
 - 3. Color Code:
 - a. Equipment Ground, All Systems: Green.

2.03 SINGLE CONDUCTOR BUILDING WIRE

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
 - 1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.
 - b. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation:
 - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.

2.04 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Connectors for Grounding and Bonding: Comply with Section 26 0526.
- C. Wiring Connectors for Terminations:
 - 1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
 - 2. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
- D. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.

2.05 WIRING ACCESSORIES

- A. Electrical Tape:
 - 1. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
- B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
- C. Cable Ties: Material and tensile strength rating suitable for application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.

- D. Verify that field measurements are as shown on the drawings.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.03 INSTALLATION

- A. Circuiting Requirements:
 - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
 - 2. When circuit destination is indicated and routing is not shown, determine exact routing required.
 - 3. Arrange circuiting to minimize splices.
 - 4. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
 - 5. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
- B. Install products in accordance with manufacturer's instructions.
- C. Install conductors and cable in a neat and workmanlike manner in accordance with NECA 1.
- D. Installation in Raceway:
 - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
 - 2. Pull all conductors and cables together into raceway at same time.
 - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
 - 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
 - 1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
- G. Install conductors with a minimum of 12 inches of slack at each outlet.
- H. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- I. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- J. Make wiring connections using specified wiring connectors.
 - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 - 3. Do not remove conductor strands to facilitate insertion into connector.
 - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.

- K. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- L. Insulate ends of spare conductors using vinyl insulating electrical tape.
- M. Install firestopping to preserve fire resistance rating of partitions and other elements.
- N. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Perform inspection, testing, and adjusting in accordance with Section 01 4000.
- C. Inspect and test in accordance with NETA ATS, except Section 4.
- D. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
- E. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION 26 0519

SECTION 26 0526 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.
- D. Ground rod electrodes.

1.02 RELATED REQUIREMENTS

- A. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.

1.03 REFERENCE STANDARDS

- A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System; 2012.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- C. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings; 2007.
- D. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Verify exact locations of underground metal water service pipe entrances to building.
 - 2. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.
 - 3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Do not install ground rod electrodes until final backfill and compaction is complete.

1.05 SUBMITTALS

- A. See Section 01 3300 - Administrative Requirements for submittals procedures.
- B. Product Data.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

- A. Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are verified, and where acceptable to the authority having jurisdiction.
- B. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- C. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- D. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- E. Grounding System Resistance:
 - 1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not constitute normally dry conditions.
 - 2. Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.
 - 3. Between Grounding Electrode System and Major Electrical Equipment Frames, System Neutral, and Derived Neutral Points: Not greater than 0.5 ohms, when tested using "point-to-point" methods.
- F. Grounding Electrode System:
 - 1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
 - a. Provide continuous grounding electrode conductors without splice or joint.
 - b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
 - 2. Metal Underground Water Pipe(s):
 - a. Provide connection to underground metal domestic and fire protection (where present) water service pipe(s) that are in direct contact with earth for at least 10 feet at an accessible location not more than 5 feet from the point of entrance to the building.
 - b. Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically continuous.
 - c. Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.
 - 3. Metal Building or Structure Frame:
 - a. Provide connection to metal building or structure frame effectively grounded in accordance with NFPA 70 at nearest accessible location.
 - 4. Concrete-Encased Electrode:
 - a. Provide connection to concrete-encased electrode consisting of not less than 20 feet of either steel reinforcing bars or bare copper conductor not smaller than 4 AWG embedded within concrete foundation or footing that is in direct contact with earth in accordance with NFPA 70.
 - 5. Ground Rod Electrode(s):
 - a. Provide three electrodes in an equilateral triangle configuration unless otherwise indicated or required.
 - b. Space electrodes not less than 10 feet from each other and any other ground electrode.

- c. Where location is not indicated, locate electrode(s) at least 5 feet outside building perimeter foundation as near as possible to electrical service entrance; where possible, locate in softscape (uncovered) area.
- 6. Provide additional ground electrode(s) as required to achieve specified grounding electrode system resistance.
- G. Bonding and Equipment Grounding:
 - 1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
 - 2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
 - 3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
 - 4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
 - 5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
 - 6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.
 - 7. Provide bonding for interior metal piping systems in accordance with NFPA 70. This includes, but is not limited to:
 - a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.
 - b. Metal gas piping.
- H. Communications Systems Grounding and Bonding:
 - 1. Provide intersystem bonding termination at service equipment or metering equipment enclosure and at disconnecting means for any additional buildings or structures in accordance with NFPA 70.

2.02 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
 - 1. Provide products listed, classified, and labeled as suitable for the purpose intended.
 - 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 0526:
 - 1. Use insulated copper conductors unless otherwise indicated.
 - a. Exceptions:
 - 1) Use bare copper conductors where installed underground in direct contact with earth.
 - 2) Use bare copper conductors where directly encased in concrete (not in raceway).
- C. Connectors for Grounding and Bonding:
 - 1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
 - 2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
 - 3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

- D. Ground Rod Electrodes:
 - 1. Comply with NEMA GR 1.
 - 2. Material: Copper-bonded (copper-clad) steel.
 - 3. Size: 3/4 inch diameter by 10 feet length, unless otherwise indicated.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as shown on the drawings.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install grounding and bonding system components in a neat and workmanlike manner in accordance with NECA 1.
- C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70 or provide ground plates.
- D. Make grounding and bonding connections using specified connectors.
 - 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
 - 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
 - 3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
 - 4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 - 5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Perform inspection, testing, and adjusting in accordance with Section 01 4000.
- C. Inspect and test in accordance with NETA ATS except Section 4.
- D. Perform inspections and tests listed in NETA ATS, Section 7.13.
- E. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
- F. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

END OF SECTION 26 0526

SECTION 26 0529 – HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Support and attachment components for equipment, conduit, cable, boxes, and other electrical work.

1.02 RELATED REQUIREMENTS

- A. Section 26 0534 - Conduit: Additional support and attachment requirements for conduits.

1.03 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2013.
- D. MFMA-4 - Metal Framing Standards Publication; 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
 - 2. Coordinate the work with other trades to provide additional framing and materials required for installation.
 - 3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
 - 4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
 - 5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. See Section 01 3300 - Administrative Requirements, for submittal procedures.
- B. Product Data.

1.06 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with applicable building code.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:

1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of _____. Include consideration for vibration, equipment operation, and shock loads where applicable.
 4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
 5. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
 - a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
 - b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
 2. Conduit Clamps: Bolted type unless otherwise indicated.
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
1. Comply with MFMA-4.
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
- F. Anchors and Fasteners:
1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install support and attachment components in a neat and workmanlike manner in accordance with NECA 1.
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. Equipment Support and Attachment:

1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Conduit Support and Attachment: Also comply with Section 26 0534.
- I. Secure fasteners according to manufacturer's recommended torque settings.
- J. Remove temporary supports.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Inspect support and attachment components for damage and defects.
- C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- D. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION 26 0529

SECTION 26 0534 - CONDUIT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical metallic tubing (EMT).
- B. Conduit fittings.
- C. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 26 0526 - Grounding and Bonding for Electrical Systems.
 - 1. Includes additional requirements for fittings for grounding and bonding.
- B. Section 26 0529 - Hangers and Supports for Electrical Systems.

1.03 REFERENCE STANDARDS

- A. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT); 2005.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.
- F. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- G. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 - 2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
 - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
 - 4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.
 - 5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

1.05 SUBMITTALS

- A. See Section 01 3300 - Administrative Requirements for submittals procedures.
- B. Product Data.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Concealed Within Hollow Stud Walls: Use galvanized steel rigid metal conduit.
- D. Concealed Above Accessible Ceilings: Use galvanized steel rigid metal conduit or electrical metallic tubing (EMT).
- E. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit.
- F. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit.
 - 1. Locations subject to physical damage include, but are not limited to:
 - a. Where exposed below 8 feet, except within electrical and communication rooms or closets.
 - b. Where exposed below 20 feet in gym.
- G. Connections to Luminaires Above Accessible Ceilings: Use flexible metal conduit.
- H. Connections to Vibrating Equipment:
 - 1. Dry Locations: Use flexible metal conduit.
 - 2. Maximum Length: 6 feet unless otherwise indicated.

2.02 CONDUIT REQUIREMENTS

- A. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.
- B. Fittings for Grounding and Bonding: Also comply with Section 26 0526.
- C. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- D. Provide products listed, classified, and labeled as suitable for the purpose intended.
- E. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 FLEXIBLE METAL CONDUIT (FMC)

- A. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.
- B. Fittings:
 - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 2. Material: Use steel or malleable iron.

2.04 ELECTRICAL METALLIC TUBING (EMT)

- A. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. Fittings:
 - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

2. Material: Use steel or malleable iron.
3. Connectors and Couplings: Use compression (gland) or set-screw type.
 - a. Do not use indenter type connectors and couplings.

2.05 ACCESSORIES

- A. Pull Strings: Use nylon cord with average breaking strength of not less than 200 pound-force.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in a neat and workmanlike manner in accordance with NECA 1.
- C. Conduit Routing:
 1. Conceal all conduits unless specifically indicated to be exposed.
- D. Conduit Support:
 1. Secure and support conduits in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
 3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
- E. Connections and Terminations:
 1. Use suitable adapters where required to transition from one type of conduit to another.
 2. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
 3. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
- F. Penetrations:
 1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
 4. Conceal bends for conduit risers emerging above ground.
 5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
 6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
 7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
 8. Install firestopping to preserve fire resistance rating of partitions and other elements.

- G. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
 - 1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
 - 2. Where conduits are subject to earth movement by settlement or frost.
- H. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
 - 1. Where conduits pass from outdoors into conditioned interior spaces.
 - 2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- I. Provide grounding and bonding in accordance with Section 26 0526.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Correct deficiencies and replace damaged or defective conduits.

3.04 CLEANING

- A. Clean interior of conduits to remove moisture and foreign matter.

3.05 PROTECTION

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION 26 0534

APPENDIX 1

**Re-Inspection/Management Planner Report
Asbestos Hazard Emergency Response Act
(AHERA)**



**B.W. Robinson State School
300 Lanning Lane
Rolla, MO 65401
573-368-2393
STATE SCHOOL NUMBER 23**

August 2, 2000

Capitol Environmental

P.O. Box 1501 Washington, Mo 63090
Phone 636.390.4870 Fax 636.390.4872

Table of Contents

Section 1	LEA Summary
Section 2	Re-inspection Report
Section 3	Management Plan Report
Section 4	Appendix

Section 1

Local Education Agency (LEA) Summary

LEA SUMMARY

Prepared For: State of Missouri
Campus Name: B.W. Robinson State School
Building Name: B.W. Robinson State School
City: Rolla
State: Missouri

Consultant: Capitol Environmental

P.O. Box 1501
Washington, Missouri 63090
Phone: 636.390.4870
Fax: 636.390.4872

The AHERA regulation is very complex, requiring the compilation of enormous amounts of data to be presented in this report. The intent of this report is two-fold: to assist in protecting human health and the environment and to maintain compliance with 40 CFR 763, AHERA. Every attempt has been made to present all information in an orderly, user-friendly format to make the accomplishment of these goals as efficient as possible.

This Report uses a format that combines inspection data and Management Planner information to provide comprehensive information about a given material.

Because this report is a living document, each LEA must maintain and update their management plans to reflect all changes in material condition that have taken place. Documentation included should be the official appointment of a "Designated Person", all operations and maintenance records, periodic surveillance records, inspection and re-inspection records, all appropriate documentation for response action activities, annual notifications, and new employee and annual retraining documentation. All revisions and/or updates shall also be retained in the management plan. All of this information and any other information required by the AHERA regulation shall be retained by the LEA as part of the management plan.

Section 2

Re-inspection Report

Re-inspection Introduction

The inspection process began with the inspector meeting with the Local Education's Agency (LEA) Designated Person and reviewing the LEA's most current Asbestos Hazard Emergency Response Act (AHERA) Management Plan. This preview was conducted so that the inspector could become familiar with the facilities and the results of the previous inspections. After the review process, the inspector did a complete walk-through to determine the current condition of all known and assumed asbestos-containing building materials (ACBM's). This initial walk-through served as the basis for the following protocol:

- All known or assumed asbestos-containing material was visually inspected and reassessed under 40 CFR 763.88.
- All previously considered non-friable ACBM's friability was determining by touching.
- All newly friable known and assumed ACBM location(s) were documented.
- The condition of newly friable ACBM was assessed under 40 CFR 763.88.
- The condition of previously known and assumed ACBM was assessed under 40 CFR 763.88.

To determine the appropriate AHERA damage category the inspector assessed the condition of known and assumed ACBM according to the following protocol:

- The location and amount of the material in total and the amount of damage or significant damage, if any.
- The condition of the material as determined by the following:
 - The type of damage
 - The severity of damage
 - The extent or spread of damage
- The accessibility of the material.
- The materials' potential for disturbance
- Known or suspected causes of damage or significant damage.
- Preventive measures, which might eliminate the reasonable likelihood of undamaged ACBM from becoming damaged.

After known and assumed ACBM was reassessed according to the above criteria, the ACBM was given one of the following AHERA damage categories:

- Damaged or significantly damaged thermal system insulation
- Significantly damaged friable surfacing ACM
- Damaged friable surfacing ACM
- Significantly damaged friable miscellaneous ACM
- Damaged friable miscellaneous ACM
- ACBM with potential for damage
- ACBM with potential for significant damage
- All remaining friable ACBM

All known or assumed ACBM with appropriate responses are incorporated into the
CAPITOL ENVIRONMENTAL RE-INSPECTION FORM in this report.

STATE SCHOOLS FOR THE SEVERELY HANDICAPPED,
SCHOOL FOR THE BLIND, AND SCHOOL FOR THE DEAF

Inspection Statement and Certification

Inspection Number: RJ2028	Project Name: State Schools
State School Number: 23	School Name: B W Robison
Building Number:	Building Name:

The Inspector's signature below, certifies that each facility covered by this report was re-inspected and reassessed, and if needed, all bulk samples collected, as per agreement with the LEA in accordance with 40 CFR 763 on the dates indicated in this report

Inspector: Randy Jackson

AHERA Certificate Number: 7-017-050200MOBI/02

Signature: 

CAPITOL ENVIRONMENTAL REINSPECTION FORM

AHERA Inspection Findings

STATE SCHOOLS FOR THE SEVERELY HANDICAPPED,
SCHOOL FOR THE BLIND, AND SCHOOL FOR THE DEAF

This section is the most comprehensive part of this report.

Information gathered during the building assessment and walk-through is provided in detail by Capitol Environmental Re-inspection Form beginning directly after this page. Each Form is given a number.

Section 2 Inspection Report

This section provides details such as; "Material Description" .MJP (mudded joint packing) on Fiberglass Insulation, Floor Tile . 9" x 9", etc.; "System Description" . Mechanical, Domestic Water, Ceiling/Wall, etc.; "Asbestos" .Yes, No or Assumed; "Material Category" . Surfacing, Thermal or Miscellaneous; "Friable" . Yes, No and Yes but Encapsulated; "Accessibility" . High, Moderate or Low; "Potential for Disturbance" . High, Moderate or Low; "Damage Category" .ACM with Potential for Damage, Damaged Friable Surfacing ACM, etc.; "Reason for Damage" .The material is in good condition, or the material is damaged due to water, etc. Also information on the estimated "Quantity" of material and the "Location" of material within the building is provided.

Section 3 Management Planner Report

This section summarizes management planner recommendations. "Recommended Response Action" covers EPA recommendations. A "Response Action Schedule" is provided for the material type. Information covering work practices, and specific details pertinent to each individual form is given under "Management Planner Comments." Included are recommendations for proper management of the material. "O and M Procedure Reference" is given to guide the user to the page in the accompanying O and M Manual to assist in property managing the material. "LEA response action election if different than above" allows the LEA to choose another response action if it is less burdensome and protects human health and the environment.

Section 4 Appendix

This section summarizes miscellaneous information pertaining to the AHERA recommendations and regulations

STATE SCHOOLS FOR THE SEVERELY HANDICAPPED,
SCHOOL FOR THE BLIND, AND THE SCHOOL FOR THE DEAF

SUMMARY OF ASBESTOS-CONTAINING MATERIALS REMAINING

In accordance with 40 CFR 763.93, a list of ACM remaining after response action completion must be provided. Below is a list of known and assumed ACM remaining after response action completion.

Inspection Number:	RJ2028	Inspection Date:	
State School Number:	23	School Name:	B.W. Robinson
Building Number:	1	Building Name:	
Square Footage:	14,500	City/State:	Rolla

Homogeneous Area	Material Description	Quantity	Location
23-01	White with Gold Floor Tile 12" x 12"	3585 sq. ft.	Entry (75), Activity Area (2600), Classroom 1 (50), Classroom 4 (300), Classroom 5 (50), Men's Restroom (115), Women's restroom (115), Storage Room (150), Office (105), Office Restroom (30)
23-06	Fire door (wood)	11	Speech (1), Mechanical room (1), Classroom 1 (1), Classroom 2 (1), Classroom 3 (1), Classroom 4 (1), Classroom 5 (1), Office Lounge (1), Receptionist Office (1), Observation (1), Custodian's Closet (1)
23-07	Fire door (Metal)	2	Storage Room (2)

STATE SCHOOLS FOR THE SEVERELY HANDICAPPED,
SCHOOL FOR THE BLIND, AND THE SCHOOL FOR THE DEAF

SUMMARY OF RE-INSPECTION

Changes in the condition of known and/or assumed asbestos-containing building materials were observed in this facility. Please reference re-inspection reports. Listed in the table below is a summary of the changes.

Homogeneous Area	Material Description	Quantity	Location	Comments
23-01	White with Gold Floor Tile 12" x 12"	3585 sq. ft.	Entry (75), Activity Area (2600), Classroom 1 (50), Classroom 4 (300), Classroom 5 (50), Men's Restroom (115), Women's restroom (115), Custodian's Closet (25), Storage Room (150), Office (105), Office Restroom (30)	Continue O & M All Areas in good condition
23-06	Fire door (wood)	11	Speech (1), Mechanical room (1), Classroom 1 (1), Classroom 2 (1), Classroom 3 (1), Classroom 4 (1), Classroom 5 (1), Office Lounge (1), Receptionist Office (1), Observation (1), Custodian's Closet (1)	Continue O & M
23-07	Fire door (Metal)	2	Storage Room (2)	

STATE SCHOOLS FOR THE SEVERELY HANDICAPPED,
SCHOOL FOR THE BLIND, AND SCHOOL FOR THE DEAF

RE-INSPECTION REPORT

The re-inspection reports which follow contain the findings of the re-inspection and reassessment. Each report identifies the functional space, homogeneous sampling area, the type of material, its location, friability, accessibility, damage category, perceived cause of damage and whether its condition has changed since the initial inspection.

Homogeneous Area	Material Description	Quantity	Location
23-01	White with Gold Floor Tile 12" x 12"	3585 sq. ft.	Entry (75), Activity Area (2600), Classroom 1 (50), Classroom 4 (300), Classroom 5 (50), Men's Restroom (115), Women's restroom (115), Custodian's closet (25), Storage Room (150), Office (105), Office Restroom (30)
23-06	Fire door (wood)	11	Speech (1), Mechanical room (1), Classroom 1 (1), Classroom 2 (1), Classroom 3 (1), Classroom 4 (1), Classroom 5 (1), Office Lounge (1), Receptionist Office (1), Observation (1), Custodian's Closet (1)
23-07	Fire door (Metal)	2	Storage Room (2)

RE-INSPECTION FORM

LEA: State of Missouri	Capitol Project Number:
State School Name: BW Robinson	Previous Control Number:
Address:	Inspection Date:
Building(s):	AHERA Inspector:

Information from Initial Management Plan

Homogeneous Sampling Area:	Location: CLASSROOMS, Office, Restroom	System:
ACM Type:	Asbestos:	Friable:

Results of Re-Inspection and Reassessment

Homogeneous Area	Description	Damage Assessment	Hazard Assessment	Recommended Response Action	Photo Number
23-01	Floor tile white with Gold 12" x 12"	ND	low	O&M	yes

Comments:

Inspector Signature:

Randy Jalson

Date:

RE-INSPECTION FORM

LEA: State of Missouri	Capitol Project Number:
State School Name: BW Robinson	Previous Control Number:
Address:	Inspection Date:
Building(s):	AHERA Inspector:

Information from Initial Management Plan

Homogeneous Sampling Area: 23-06	Location:	System:
ACM Type: ,	Asbestos:	Friable:

Results of Re-Inspection and Reassessment

Homogeneous Area	Description	Damage Assessment	Hazard Assessment	Recommended Response Action	Photo Number
23-06	Fire door (wood)	ND	low	0 & M	

Comments:

Inspector Signature:

Randy J. Baker

Date:

RE-INSPECTION FORM

LEA: State of Missouri	Capitol Project Number:
State School Name: <u>BW Robinson</u>	Previous Control Number:
Address:	Inspection Date:
Building(s):	AHERA Inspector:

Information from Initial Management Plan

Homogeneous Sampling Area:	Location: <u>Storage Room 2</u>	System:
ACM Type:	Asbestos:	Friable:

Results of Re-Inspection and Reassessment

Homogeneous Area	Description	Damage Assessment	Hazard Assessment	Recommended Response Action	Photo Number
23-07	Fire door (Metal)	ND	low	O&M	

Comments:

Inspector Signature:

Randy J. Baker

Date:

Photograph log

Photo Number	Building Name	State School Number	Photo Description
1	B.W. Robinson	23	Building
2			23-01
3			23-06



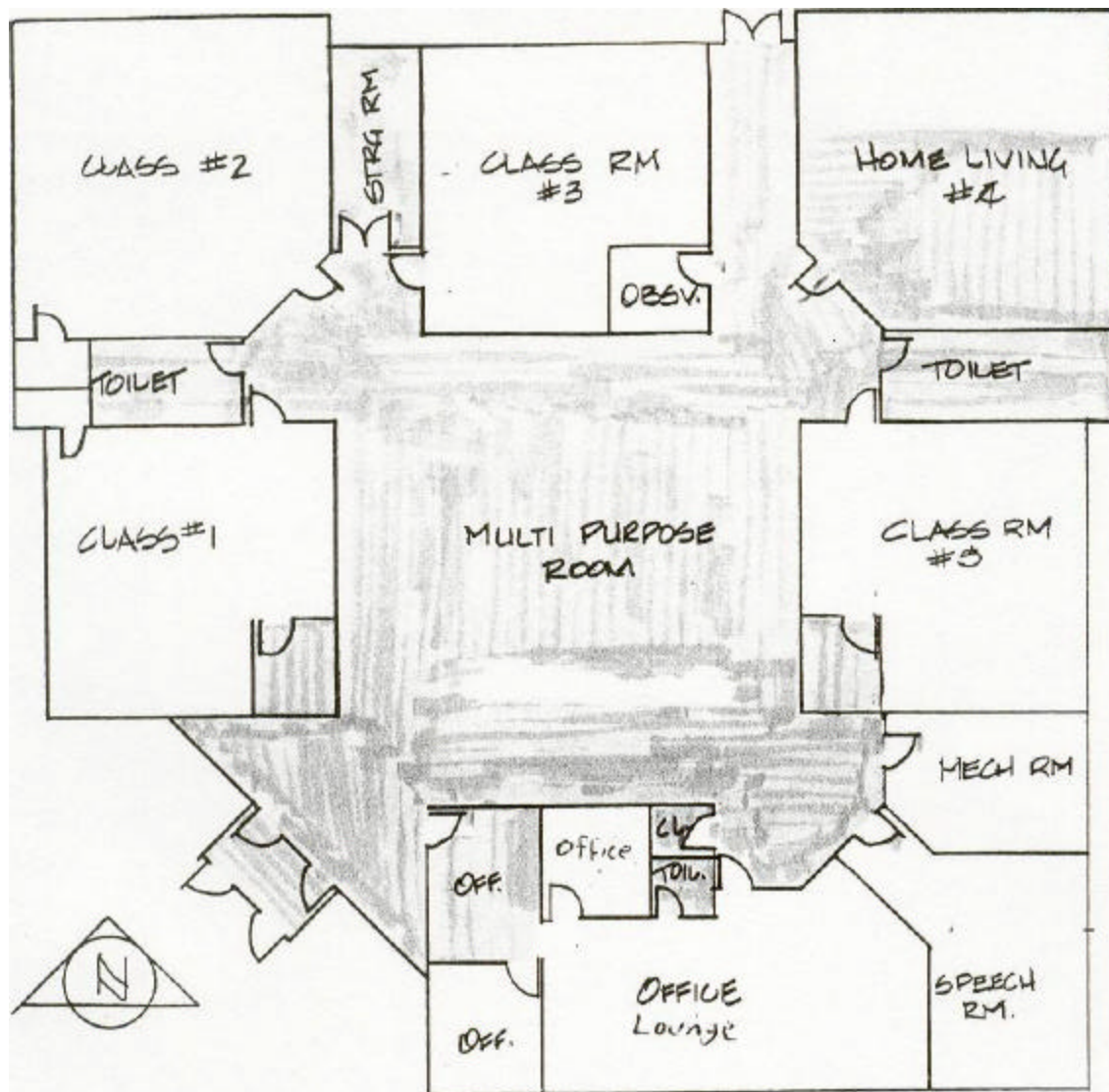
Photo 1



Photo 2



Photo 3



B.W. ROBINSON STATE SCHOOL
 ROLLA MISSOURI
 SKETCH NO. 25-01

- = 23-01 white w/old Floor tile (1'x1')
- = 23-06 wood Fire Doors
- = 23-07 metal Fire Doors

Section 3

Management Plan Report

MANAGEMENT PLAN REPORT

The AHERA regulation requires LEAs to develop an asbestos management plan for each school under its administrative control or direction. The management plan must be developed by an accredited asbestos Management Planner.

Some of the major components required in the management plan include:

- A description of the results from inspections and re-inspections
- A plan for periodic surveillance
- Documentation of response actions

Each LEA is required to maintain a copy of the management plan in its administrative office and each school is required to maintain a copy of the school's management plan in the school's administrative office. These plans are to be made available for inspection by the public without cost or restriction. LEAs must notify in writing parents, teachers, and employee organizations of the availability of management plans upon submission of the plan to the State and at least once each school year thereafter. In the absence of any such organization, the LEA shall provide written public notice to parents, teachers and employees of the availability of the management plan. A dated report of the means of notification must be included in the Management Plan.

The regulation further requires that the LEA make an evaluation of the resources needed to complete response actions successfully and to carry out re-inspections, operations and maintenance activities, periodic surveillance and training or any other associated costs needed to implement the management plan.

RESPONSE ACTION SELECTION

The regulation states that the LEA shall select and implement, in a timely manner, the appropriate response actions for each known and assumed ACM. The selection of the response action shall be sufficient to protect human health and the environment. The LEA may select from response actions that protect human health and the environment and are the least burdensome methods.

Response action recommendations provided by the management planner in this management plan are at least as stringent as those required by the regulation. The response action selections appear in the Management Planner Report for each material. A detailed explanation will be provided, where appropriate.

At the completion of any response action to remove, encapsulate, or enclose known or assumed ACBM, the person designated by the LEA shall visually inspect each functional space or homogenous area where such action was conducted to determine whether the action has been properly completed. It is suggested that the Designated Person document this inspection and file a signed and dated report in the Management Plan.

At the completion of any response action to remove, encapsulate, or enclose known or assumed ACBM, the person designated by the LEA shall visually inspect each functional space or homogenous area where such action was conducted to determine whether the action has been properly completed.

The person designated by the LEA shall collect air samples using aggressive sampling as described in Appendix A to Subpart E of 40 CFR 763 to monitor air for clearance after each removal, encapsulation, and enclosure project involving ACBM, except for projects that are small-scale, short-duration. All final air samples collected must be analyzed using Transmission Electron Microscopy (TEM) if more than 160 square feet of friable asbestos is involved. If less than this amount, Phase Contrast Microscopy may be used for final clearance analysis.

STATE SCHOOLS FOR THE SEVERELY HANDICAPPED,
SCHOOL FOR THE BLIND, AND SCHOOL FOR THE DEAF

Management Planner Statement and Certification

Inspection Number: RJ2028
State School Number: 23
Building Number:

Project Name: State Schools
School Name: BW Robinson
Building Name:

In accordance with 40 CFR 763.88 the LEA has elected that a Management Planner review the results of the re-inspection for all known and assumed ACBM present in the facilities represented in this report. The Management Planner recommendations are based on a review of the re-inspection and the professional experience of the Management Planner. All management planner recommendations are in accordance with 40 CFR 763.93.

In addition to response action recommendations, the Management Planner provides suggested start and completion dates for each response action. These dates are based on the professional judgment of the Management Planner and the Inspector comments concerning material condition and potential for disturbance. If the LEA does not agree with these recommendations or suggested dates, space is provided for the LEA to select its own response actions, and start and completion dates.

I hereby certify that all Management Planner components contained in this report were completed in accordance with 40 CFR 763.93.

Management Planner: Randy Jackson

AHERA Certificate Number: 7-017-050200MOMP/02

Signature: Randy Jackson

Response actions including removal, encapsulation, enclosure, or repair, other than small-scale short-duration repairs, shall be designed and conducted by persons accredited to design and conduct response actions. 40 CFR 763.90(g)

STATE SCHOOLS FOR THE SEVERELY HANDICAPPED,
SCHOOL FOR THE BLIND, AND THE SCHOOL FOR THE DEAF

SUMMARY OF ASBESTOS-CONTAINING MATERIALS REMAINING

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State School Number:	23	School Name:	B.W. Robinson
Building Number:	1	Building Name:	
Square Footage:	14,500	City/State:	Rolla

Homogeneous Area	Material Description	Quantity	Location
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23-06	Fire door (wood)	11	Speech (1), Mechanical room (1), Classroom 1 (1), Classroom 2 (1), Classroom 3 (1), Classroom 4 (1), Classroom 5 (1), Office Lounge (1), Receptionist Office (1), Observation (1), Custodian's Closet (1)
23-07	Fire door (Metal)	2	Storage Room (2)

Homogeneous Area Report

Homogeneous Area (number)	23-01	System	Miscellaneous
Material Description	White with Gold Floor Tile 12" x 12"		Friable NO ☒ YES
Quantity	3585 sq. ft.		
Location	Entry (75), Activity Area (2600), Classroom 1 (50), Classroom 4 (300), Classroom 5 (50), Men's Restroom (115), Women's restroom (115), Storage Room (150), Office (105), Office Restroom (30)		
Damage Assessment	No Damage		
Hazard Assessment	Minimal Hazard low potential for fiber release Continue O & M		
Response Actions	Continue O & M		
Budget Estimates	REMOVAL COST: 3585 sq ft x \$2.75 \$9,858.75 REPLACEMENT COST: 3585 sq ft x \$4.50 \$16,132.50		

Random Sampling YES NO	
Sample Locations	
Sample Numbers	

Homogeneous Area Report

Homogeneous Area (number)	23-06	System	Miscellaneous
Material Description	Fire door (wood)		Friable NO ☒ YES
Quantity	11		
Location	Speech (1), Mechanical room (1), Classroom 1 (1), Classroom 2 (1), Classroom 3 (1), Classroom 4 (1), Classroom 5 (1), Office Lounge (1), Receptionist Office (1), Observation (1), Custodian's Closet (1)		
Damage Assessment	No Damage		
Hazard Assessment	Minimal Hazard low potential for fiber release Continue O & M		
Response Actions	Continue O & M		
Budget Estimates	REMOVAL COST: 11 x \$500.00/Door \$5,500.00 REPLACEMENT COST: 11 x \$775.00/Door \$8,525.00		

Random Sampling	
YES NO	
Sample Locations	
Sample Numbers	

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Homogeneous Area Report

Homogeneous Area (number)	23-07	System	Miscellaneous
Material Description	Fire door (Metal)		Friable NO ☒ YES
Quantity	2		
Location	Storage Room (2)		
Damage Assessment	No Damage		
Hazard Assessment	Minimal Hazard low potential for fiber release Continue O & M		
Response Actions	Continue O & M		
Budget Estimates	REMOVAL COST: 2 x \$500.00/Door \$1,000.00 REPLACEMENT COST: 2 x \$775.00/Door \$1,500.00		

Random Sampling YES NO	
Sample Locations	
Sample Numbers	

Management Plan Contributors

Ronald Littich -Designated Person -State Schools School Administrator

Randy Jackson -AHERA accredited Asbestos Inspector and Management Planner

Location of Management Plan

The Management Plan will be located in the school office. The management plan is available for viewing for public inspection during regular business hours at the location listed above, by appointment only when such is made with the Asbestos Program Manager known as the Designated Person, at least one working day in advance. Any request to view the management plan must be honored within five (5) working days of the receipt of request. Copies of the documents are available at \$.25 per page upon a five (5) working days written request to the Asbestos Program Manager known as the Designated Person.

Record Keeping Program

Plan Development and Scope School's Management Plan was prepared by an AHERA accredited Management Planner and addressed how the school will comply with AHERA in the following ways:

I. Adoption of policies which commit the school to compliance. These policies are documented in the management plan.

2 Fiscal resources of the school have been identified and committed to pay for the compliance of AHERA requirements.

3 The management plan will cover the State School and is in compliance with federal code 40CFR763.93. The responsibility for plan record maintenance and updating as per 40CFR 763.93 are assigned to the office of Designated Person (Asbestos Program Manager), and the school has allocated sufficient funds to assure this can be properly executed. The Management Plan shall be maintained in a current status by the Designated Person

Annual Notifications

The regulation states that the LEA shall: "Ensure that workers and building occupants, or their legal guardians, are informed at least once each school year about inspections, response actions, and post response action activities, including periodic re-inspection and surveillance activities that are planned or in progress." (40 CFR 763.84 (c))

Copies of notifications must be included with this report. Also include a description of the method of notification and the date the notification was implemented.

Notification Policies

The following notification policies are recommended and should be implemented by State of Missouri to inform the staff, employees, parents/guardians, short term workers and the general public of the management plan.

Bulletin Notification:	Staff, employees, parents/guardians, short term workers and the general public.
Announcement:	Staff, employees, parents/guardians, short term workers and the general public.
Letter/Newsletter:	Staff, employees, parents/guardians, short term workers and the general public.

Periodic Surveillance

Pursuant to 40 CFR 763.92(b); At least once every 6 months after a management plan is in effect, each local education agency shall conduct a periodic surveillance in each building that it leases, owns, or otherwise uses as a school building that contains asbestos-containing building materials or is assumed to contain asbestos-containing building materials.

The local education agency will receive 30 days prior to each scheduled 6 month periodic surveillance, the forms necessary to complete the 6 month periodic surveillance.

The local education agency upon completion of the 6 month periodic surveillance, will include 1 copy in the school's management plan and 1 copy in the district's management plan for each building requiring period surveillance to be conducted.

NOTE:

Since the AHERA Rule confines the re-inspection to all friable and non-friable known or assumed ACM, re-inspection is not required for buildings which contain no ACM. Also, in accordance with sections 763.93(d) and (e), management plans should document the asbestos removal as a response action activity in accordance with sections 763.94(b) and (g). ***However, EPA strongly recommends that schools that have conducted asbestos abatement projects, (to remove all ACM) continue to conduct re-inspection of facilities in case some ACM was missed.*** In addition, LEA's must continue to appoint a "designated person" retain their management plans indefinitely and provide annual written notification to parent, teacher, and employee organizations of the availability of the plan.

Designated Person (Asbestos Program Manager)

Name: Ronald Littich
Address: P.O. Box 480
Jefferson City, Missouri 65102

Phone: (573) 751-8296
Qualifications: Trained in compliance with 40 CFR 763.84

Designated Person Statement of Compliance

I, _____, Designated Person for
(School) _____, do hereby certify that the
responsibilities as stated in Federal Regulation 40CFR 763.84 will be carried out
within the mandated time frame.

Signature Designated Person

Section 4

Appendix

Annual Notifications

The regulation states that the LEA shall: "Ensure that workers and building occupants, or their legal guardians, are informed at least once each school year about inspections, response actions, and post- response action activities, including periodic re-inspection and surveillance activities that are planned or in progress." (40 CFR 763.84 ©)

Copies of notifications must be included with this report. Also include a description of the method of notification and the date the notification was implemented.

Periodic Surveillance and Training of Worker

The regulation states that: "At least once every six months after a management plan is in effect,

each local education agency shall conduct periodic surveillance in each building that it leases, owns, or otherwise uses as a school building that contains ACBM or is assumed to contain ACBM." (40 CFR 763.92 (b))

Copies of signed and dated periodic surveillance reports must be included in the Appendix of this report.

The LEA shall ensure, prior to implementation of the operations and maintenance provisions of the management plan, that all members of its maintenance and custodial staff (custodians, electricians, heating/air conditioning technicians, plumbers, etc.) who may work in a building that contains ACBM receive awareness training of at least 2 hours, whether or not they are required to work directly with ACBM. New custodial and maintenance employees are to be trained within 60 days after commencement of employment. (CFR 40763.92 (a) (1))

The LEA shall ensure that all members of its maintenance and custodial staff who conduct any activities that will result in the disturbance of ACBM receive the 2 hour awareness training stated above and an additional 14 hours of training. (40 CFR 763.92 (a) (2))

All training records must be made part of each building's re-inspection/management planner report.