

PROJECT MANUAL

*Renovate Restrooms
Center for Behavioral Medicine
Kansas City, Missouri*

Designed By: State of Missouri, Office of Administration
Division of Facilities Management, Design
And Construction
301 West High Street
Jefferson City, Missouri

Date Issued: May 26, 2023

Project No.: M2311-01

STATE *of* MISSOURI

OFFICE *of* ADMINISTRATION
Facilities Management, Design & Construction

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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 | 5/26/23 |
| 2. | Sheet Index - Site Plan - Code Information | G-002 | 5/26/23 |
| 3. | Construction Phasing Second Floor Plan | G-003 | 5/26/23 |
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| 6. | Demolition Second Floor Key Plan | AD-101 | 5/26/23 |
| 7. | Demolition Second Floor Key Plan | AD-102 | 5/26/23 |
| 8. | Demolition Third Floor Key Plan | AD-103 | 5/26/23 |
| 9. | Demolition Second Floor Enlarged Plans | AD-104 | 5/26/23 |
| 10. | Demolition Second Floor Enlarged Plans | AD-105 | 5/26/23 |
| 11. | Demolition Second Floor Enlarged Plans | AD-106 | 5/26/23 |
| 12. | Demolition Third Floor Enlarged Plans | AD-107 | 5/26/23 |
| 13. | Demolition Second Floor Plan Reflected Ceiling Plan | AD-108 | 5/26/23 |
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| 15. | Demolition Second Floor Reflected Ceiling Plan | AD-110 | 5/26/23 |
| 16. | Demolition Third Floor Reflected Ceiling Plan | AD-111 | 5/26/23 |
| 17. | New Work Second Floor Key Plan | AE-101 | 5/26/23 |
| 18. | New Work Second Floor Key Plan | AE-102 | 5/26/23 |

| | | |
|--|---------|---------|
| 19. New Work Third Floor Key Plan | AE-103 | 5/26/23 |
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| 22. New Work Second Floor Enlarged Plan | AE-106 | 5/12/23 |
| 23. New Work Third Floor Plan Enlarged Plans | AE-107 | 5/26/23 |
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| 25. New Work Second Floor Reflected Ceiling Plan | AE-109 | 5/26/23 |
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SECTION 001116 - INVITATION FOR BID

1.0 OWNER:

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

2.0 PROJECT TITLE AND NUMBER:

- A. Renovate Restrooms
Center for Behavioral Medicine
Kansas City, Missouri
Project No.: M2311-01

3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, Thursday, July 13 Day, 2023
- B. **Only electronic bids on MissouriBUYS shall be accepted: <https://missouribuys.mo.gov>. Bidder must be registered to bid.**

4.0 DESCRIPTION:

- A. Scope: The project consists of the renovation of restrooms and laundry rooms at the Center for Behavioral Medicine in Kansas City, Missouri. The work consists of renovation of existing laundry rooms, restrooms, showers and toilets on the second and third floors. The work includes demolition and mold abatement.
- B. MBE/WBE/SDVE Goals: MBE 10%, WBE 10%, and SDVE 3%. **NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.**
- C. ****NOTE:** Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.

5.0 PRE-BID MEETING:

- A. Place/Time: 1:30 PM, Wednesday, June, 28, 2023, at the Center for Behavioral Medicine at 1000 East 24th Street, Kansas City, Missouri.
- B. Access to State of Missouri property requires presentation of a photo ID by all persons

6.0 HOW TO GET PLANS & SPECIFICATIONS:

- A. View Only Electronic bid sets are available at no cost or paper bid sets for a deposit of \$100 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: Brad Schaefer, (573) 523-0136, email: brad.schaefer@oa.mo.gov
- B. Project Manager: Eric Hibdon, (573) 522-0322, email: eric.hibdon@oa.mo.gov

8.0 GENERAL INFORMATION:

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

Very Important MissouriBUYS Instructions to Help Submit a Bid Correctly

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

IMPORTANT REMINDER REGARDING REQUIREMENT FOR OEO CERTIFICATION

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

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

SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

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

2.0 - BID DOCUMENTS

- A. The number of sets obtainable by any one (1) party may be limited in accordance with available supply.
- B. For the convenience of contractors, sub-contractors and suppliers, copies of construction documents are on file at the office of the Director, Division of Facilities Management, Design and Construction and on the Division's web site - <https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans>.

3.0 - BIDDERS' OBLIGATIONS

- A. Bidders must carefully examine the entire site of the work and shall make all reasonable and necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the specifications and the plans. Bidders are also required to examine all maps, plans and data mentioned in the specifications. No plea of ignorance concerning observable existing conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.
- B. Under no circumstances will contractors give their plans and specifications to another contractor. Any bid received from a contractor whose name does not appear on the list of plan holders may be subject to rejection.

4.0 - INTERPRETATIONS

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

5.0 - BIDS AND BIDDING PROCEDURE

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

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

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

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

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

6.0 - SIGNING OF BIDS

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

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

7.0 - RECEIVING BID SUBMITTALS

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

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

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

9.0 - AWARD OF CONTRACT

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

- C. The Owner shall award a contract to the lowest, responsive, responsible Bidder in accordance with Section 8.250, RSMo. No contract will be awarded to any Bidder who has had a contract with the Owner terminated within the preceding twelve months for material breach of contract or who has been suspended or debarred by the Owner.
- D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the lowest, responsive, responsible bidder.
- E. No bid shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage, submittal of executed Section 004541, Affidavit of Work Authorization form, documentation evidencing enrollment and participation in a federal work authorization program has been received and an affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.
- F. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.
- G. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Bid Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.
- H. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.
- I. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful bidder certifies that he has complied with all applicable provisions of Section 285.230-234.
- J. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Section-004541, Affidavit of Work Authorization is located on the MissouriBUYS solicitation for this project. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding an E-Verify is located at <https://www.uscis.gov/e-verify/>. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.

10.0 - CONTRACT SECURITY

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

11.0 - LIST OF SUBCONTRACTORS

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

12.0 - WORKING DAYS

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

13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

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

14.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

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

15.0 - MBE/WBE/SDVE INSTRUCTIONS

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

B. MBE/WBE/SDVE General Requirements:

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

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

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

D. Certification of MBE/WBE/SDVE Subcontractors:

1. In order to be counted towards the goals, an MBE or WBE must be certified by the State of Missouri Office of Equal Opportunity and an SDVE must be certified by the State of Missouri, Office of Administration, Division of Purchasing and Material Management or by the Department of Veterans Affairs.
2. The Bidder may determine the certification status of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO)'s online MBE/WBE directory (<https://apps1.mo.gov/MWBCertifiedFirms/>). The Bidder may determine the eligibility of a SDVE subcontractor or supplier by referring to the Division of Purchasing and Materials Management's online SDVE directory (<https://oa.mo.gov/sites/default/files/sdvelisting.pdf>) or the Department of Veterans Affairs' directory (<https://vetbiz.va.gov/basic-search/>).
3. Additional information, clarifications, etc., regarding the listings in the directories may be obtained by calling the Division at (573)751-3339 and asking to speak to the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).

E. Waiver of MBE/WBE/SDVE Participation:

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

F. Contractor MBE/WBE/SDVE Obligations

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

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

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

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

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

<https://purch.oa.mo.gov/media/pdf/listing-certified-missouri-service-disabled-veteran-business-enterprises-sdves>

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



State of Missouri Construction Contract

THIS AGREEMENT is made (DATE) by and between:

Contractor Name and Address

hereinafter called the "Contractor,"

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

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: **Renovate Restrooms
Center for Behavioral Medicine
Kansas City, Missouri**

Project Number: **M2311-01**

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

ARTICLE 3. LIQUIDATED DAMAGES

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. THEREFORE, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for **liquidated damages, the sum of \$1,500** per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

ARTICLE 4. CONTRACT SUM

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

Base Bid: \$

TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)

UNIT PRICES: The Owner accepts the following Unit Prices:

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

ARTICLE 5. PREVAILING WAGE RATE

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

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

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

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

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

Total \$

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

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

ARTICLE 7. CONTRACT DOCUMENTS

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

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

- i. Bid Form (Section 004113)
- ii. Unit Prices (Section 004322)
- iii. Proposed Contractors Form (Section 004336)
- iv. MBE, WBE, SDVE Compliance Evaluation Form(s) (Section 004337)
- v. MBE, WBE, SDVE Eligibility Determination Form for Joint Ventures (Section 004338)
- vi. MBE, WBE, SDVE Good Faith Effort (GFE) Determination Form (Section 004339)
- vii. Missouri Service Disabled Veteran Business Form (Section 004340)
- viii. Affidavit of Work Authorization (Section 004541)
- ix. Affidavit for Affirmative Action (Section 005414)
- e. Performance and Payment Bond, completed and executed by the Contractor and surety (Section 006113)
- f. General Conditions (Section 007213)
- g. Supplementary Conditions (Section 007300)
- h. Supplementary General Conditions for Federally Funded/Assisted Construction Projects (Section 007333)
- i. Wage Rate(s) (Section 007346)
- 2. Division 1 – General Requirements
- 3. All Drawings identified in the Project Manual
- 4. All Technical Specifications included in the Project Manual
- 5. Addenda, if applicable

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

APPROVED:

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

 Contractor's Authorized Signature

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

 Corporate Secretary



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

PROJECT NUMBER

M2311-01

| | |
|------|---|
| NAME | First being duly sworn on oath states: that |
|------|---|

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

| | |
|------|---|
| NAME | a <input type="checkbox"/> sole proprietorship <input type="checkbox"/> partnership <input type="checkbox"/> limited liability company (LLC) |
|------|---|

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

| |
|---------------|
| PROJECT TITLE |
|---------------|

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

| | |
|------------------------|------|
| PRINT NAME & SIGNATURE | DATE |
|------------------------|------|

| | |
|--|--|
| | |
|--|--|

NOTARY INFORMATION

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

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
M2311-01

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 | DATE INSTALLED |
|----------|--------------------|----------------|
| LOCATION | | |

SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

REASON FOR SUBSTITUTION

DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?

YES NO

IF YES, EXPLAIN

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

YES NO

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

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

BIDDER/CONTRACTOR

DATE

REVIEW AND ACTION

Resubmit Substitution Request with the following additional information:

Substitution is accepted.

Substitution is accepted with the following comments:

Substitution is not accepted.

ARCHITECT/ENGINEER

DATE



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
FINAL RECEIPT OF PAYMENT AND RELEASE

PROJECT NUMBER
M2311-01

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 <input checked="" type="checkbox"/> 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 | TOTAL AMOUNT OF SUBCONTRACT | \$ AMOUNT PAID-TO-DATE (include approved contract changes) | CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER COMPANY NAME |
|---|-----------------------------|--|--|
| <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE | \$ | \$ | |
| <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE | \$ | \$ | |
| <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE | \$ | \$ | |
| <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE | \$ | \$ | |
| <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE | \$ | \$ | |
| <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE | \$ | \$ | |

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

M2311-01

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 EMBOSSEER 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)

GENERAL CONDITIONS

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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.
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"**: Labor, material, supplies, plant and equipment required to perform and complete the service agreed to by the Contractor in a safe, expeditious, orderly and workmanlike manner so that the project shall be complete and finished in the best manner known to each respective trade.
15. **"WORKING DAYS"**: are all calendar days except Saturdays, Sundays and the following holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday (observed), Truman Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day (observed), Thanksgiving Day, Christmas Day.

ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

architectural drawings shall govern and, in case of conflict between structural and mechanical drawings, structural drawings shall govern.

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

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

- A. Since the Owner is the State of Missouri, municipal or political subdivisions, zoning ordinances, construction codes (other than licensing of trades), and other like ordinances are not applicable to construction on Owner's property, and Contractor will not be required to submit drawings and specifications to any municipal or political subdivision, authority, obtain

construction permits or any other licenses (other than licensing of trades) or permits from or submit to inspections by any municipality or political subdivision relating to the construction for this project. All permits or licenses required by municipality or political subdivision for operation on property not belonging to Owner shall be obtained by and paid for by Contractor. Each Contractor shall comply with all applicable laws, ordinances, rules and regulations that pertain to the work of this contract.

- B. Contractors, subcontractors and their employees engaged in the businesses of electrical, mechanical, plumbing, carpentry, sprinkler system work, and other construction related trades shall be licensed to perform such work by the municipal or political subdivision where the project is located, if such licensure is required by local code. Local codes shall dictate the level (master, journeyman, and apprentice) and the number, type and ratio of licensed tradesmen required for this project within the jurisdiction of such municipal or political subdivision.
- C. Equipment and controls manufacturers and their authorized service and installation technicians that do not maintain an office within the jurisdiction of the municipal or political subdivision but are a listed or specified contractor or subcontractor on this project are exempt from Paragraph 1.3 B above.
- D. The Contractor shall post a copy of the wage determination issued for the project and included as a part of the contract documents, in a prominent and easily accessible location at the site of construction for the duration of the project.
- E. Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor and his subcontractors will not discriminate against individuals based on race,

color, religion, national origin, sex, disability, or age, but may use restrictions which relate to bona fide occupational qualifications. Specifically, the Contractor and his subcontractors shall not discriminate:

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

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

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

assigning management responsibilities and procedures for evaluation and dissemination;

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

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

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

ARTICLE 1.5 - ANTI-KICKBACK

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

ARTICLE 1.6 - PATENTS AND ROYALTIES

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

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

ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

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

United States would increase the cost of this contract for purchase of the product by more than ten percent.

ARTICLE 1.8 - COMMUNICATIONS

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

ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

- A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.
- B. The Contractor shall consult the drawings for all other contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Owner's Representative before the work is performed. If the Contractor fails to do this, and constructs any work which interferes with the work of another contractor, the Contractor shall remove any part so conflicting and rebuild same, as directed by the Owner's Representative at no additional cost to the Owner.
- C. Each contractor shall be required to coordinate his work with other contractors so as to afford others reasonable opportunity for execution of their work. No contractor shall delay any other contractor by neglecting to perform contract work at the proper time. If any contractor causes delay to another, they shall be liable directly to that contractor for such delay in addition to any liquidated damages which might be due the Owner.
- D. Should the Contractor or project associated subcontractors refuse to cooperate with the instructions and reasonable requests of other Contractors or other subcontractors in the overall

coordinating of the work, the Owner may take such appropriate action and issue directions, as required, to avoid unnecessary and unwarranted delays.

- E. Each Contractor shall be responsible for damage done to Owner's or other Contractor's property by him/her or workers in his employ through their fault or negligence.
- F. Should a Contractor sustain any damage through any act or omission of any other Contractor having a contract with the Owner, the Contractor so damaged shall have no claim or cause of action against the Owner for such damage, but shall have a claim or cause of action against the other Contractor to recover any and all damages sustained by reason of the acts or omissions of such Contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any unreasonable delay on the part of any such contractors.

ARTICLE 1.10 - ASSIGNMENT OF CONTRACT

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

ARTICLE 1.11 - INDEMNIFICATION

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

give directions or instructions by the Designer, his agents or employees as required by this contract documents provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS

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

ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES

- A. The Owner shall give all orders and directions contemplated under this contract relative to the execution of the work. During progress of work the Owner will be represented at the project site by the Construction Representative and/or Designer, whose responsibilities are to see that this contract is properly fulfilled.
- B. The Owner shall at all times have access to the work whenever it is in preparation or progress. The Contractors shall provide proper facilities for such access and for inspection and supervision.
- C. All materials and workmanship used in the work shall be subject to the inspection of the Designer and Construction Representative, and any work which is deemed defective shall be removed, rebuilt or made good immediately upon notice. The cost of such correction shall be borne by the Contractor. Contractor shall not be entitled to an extension of the contract completion date in order to remedy defective work. All rejected materials shall be immediately removed from the site of the work.
- D. If the Contractor fails to proceed at once with the correction of rejected defective materials or workmanship, the Owner may, by separate contract or otherwise, have the defects remedied or rejected. Materials removed from the site and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.
- E. Failure or neglect on the part of Owner to observe faulty work, or work done which is not in accordance with the drawings and specifications shall not relieve the Contractor from responsibility

for correcting such work without additional compensation.

- F. The Owner shall have the right to direct the Contractor to uncover any completed work.
 - 1. If the Contractor fails to adequately notify the Construction Representative and/or Designer of an inspection as required by the Contract Documents, the Contractor shall, upon written request, uncover the work. The Contractor shall bear all costs associated with uncovering and again covering the work exposed.
 - 2. If the Contractor is directed to uncover work, which was not otherwise required by the Contract Documents to be inspected, and the work is found to be defective in any respect, no compensation shall be allowed for this work. If, however, such work is found to meet the requirements of this contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 10% shall be allowed the Contractor.
- G. The Designer shall give all orders and directions contemplated under this contract relative to the scope of the work and shall give the initial interpretation of the contract documents.
- H. The Owner may file a written notice to the Contractor to dismiss immediately any subcontractors, project managers, superintendents, foremen, workers, watchmen or other employees whom the Owner may deem incompetent, careless or a hindrance to proper or timely execution of the work. The Contractor shall comply with such notice as promptly as practicable without detriment to the work or its progress.
- I. If in the Owner's judgment it becomes necessary at any time to accelerate work, when ordered by the Owner in writing, the Contractor shall redirect resources to such work items and execute such portions of the work as may be required to complete the work within the current approved contract schedule.

ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES

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

ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS

- A. The Contractor may request use of any article, device, product, material, fixture, form or type of construction which in the judgment of the Owner and Designer is equal in all respects to that named. Standard products of manufacturers other than those specified will be accepted when, prior to the ordering or use thereof, it is proven to the satisfaction of the Owner and Designer that they are equal in design, strength, durability, usefulness and convenience for the purpose intended.
- B. Any changes required in the details and dimensions indicated on the drawings for the substitution of products other than those specified shall be properly made at the expense of the Contractor requesting the substitution or change.
- C. The Contractor shall submit a request for such substitutions in writing to the Owner and Designer within twenty (20) working days after the date of the "Notice to Proceed." Thereafter no consideration will be given to alternate forms of accomplishing the work. This Article does not preclude the Owner from exercising the provisions of Article 4 hereof.
- D. Any request for substitution by the Contractor shall be submitted in accordance with SECTION 002113 - INSTRUCTIONS TO BIDDERS.
- E. When a material has been approved, no change in brand or make will be permitted unless:
 - 1. Written verification is received from the manufacturer stating they cannot make delivery on the date previously agreed, or
 - 2. Material delivered fails to comply with contract requirements.

ARTICLE 3.2 -- SUBMITTALS

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

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

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

- B. All subcontractors' shop drawings and schedules shall be submitted by the Contractor and shall bear evidence that Contractor has received, reviewed, and approved them. Any shop drawings and

schedules submitted without this evidence will be returned to the Contractor for resubmission.

- C. The Contractor shall include with the shop drawing, a letter indicating any and all deviations from the drawings and/or specifications. Failure to notify the Designer of such deviations will be grounds for subsequent rejection of the related work or materials. If, in the opinion of the Designer, the deviations are not acceptable, the Contractor will be required to furnish the item as specified and indicated on the drawings.
- D. The Designer shall check shop drawings and schedules with reasonable promptness and approve them only if they conform to the design concept of the project and comply with the information given in the contract documents. The approval shall not relieve the Contractor from the responsibility to comply with the drawings and specifications, unless the Contractor has called the Designer's attention to the deviation, in writing, at the time of submission and the Designer has knowingly approved thereof. An approval of any such modification will be given only under the following conditions:
 - 1. It is in the best interest of the Owner
 - 2. It does not increase the contract sum and/or completion time
 - 3. It does not deviate from the design intent
 - 4. It is without prejudice to any and all rights under the surety bond.
- E. No extension of time will be granted because of the Contractor's failure to submit shop drawings and schedules in ample time to allow for review, possible resubmission, and approval. Fabrication of work shall not commence until the Contractor has received approval. The Contractor shall furnish prints of approved shop drawings and schedules to all subcontractors whose work is in any way related to the work under this contract. Only prints bearing this approval will be allowed on the site of construction
- F. The Contractor shall maintain a complete file on-site of approved shop drawings available for use by the Construction Representative.

ARTICLE 3.3 – AS-BUILT DRAWINGS

- A. The Contractor shall update a complete set of the construction drawings, shop drawings and schedules of all work monthly by marking changes, and at the completion of their work (prior to submission of request for final payment) note all changes and turn the set over to the Construction Representative. The updates shall show all addenda, all field changes that were made to adapt to field conditions, changes resulting from contract

changes or supplemental instructions, and all locations of structures, buried installations of piping, conduit, and utility services. All buried and concealed items both inside and outside shall be accurately located as to depth and referenced to permanent features such as interior or exterior wall faces and dimensions shall be given in a neat and legible manner in a contrasting colored pencil or ink. If approved by the Designer, an electronic file format may be provided.

ARTICLE 3.4 – GUARANTY AND WARRANTIES

A. General Guaranty

- 1. Neither the final certificate of payment nor any provision in the contract documents nor partial use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with contract requirements.
- 2. The Contractor or surety shall remedy any defects in the work and pay for any damage to property resulting there from which shall appear within a period of one (1) year from the date of substantial completion unless a longer period is otherwise specified or a differing guaranty period has been established in the substantial completion certificate. The Owner will give notice of observed defects with reasonable promptness.
- 3. In case of default on the part of the Contractor in fulfilling this part of this contract, the Owner may correct the work or repair the damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor or surety.
- 4. The work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment

B. Extended Warranty

Manufacturer's certificates of warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year. Where a longer

period is offered at no additional cost or called for in the specific equipment specifications, the longer period shall govern.

ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS

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

1. Start-up and Shut-down Procedures: Provide a step-by-step write up of all major equipment. When manufacturer's printed start-up, trouble shooting and shut-down procedures are available; they may be incorporated into the operating manual for reference.
2. Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.
3. Equipment List: List of all major equipment as installed shall be prepared to include model number, capacities, flow rate, name place data, shop drawings and air and water balance reports.
4. Service Instructions: Provide the following information for all pieces of equipment.
 - a. Recommended spare parts including catalog number and name of local supplier or factory representative.
 - b. Belt sizes, types, and lengths.
 - c. Wiring diagrams.
5. Manufacturer's Certificate of Warranty as described in Article 3.4.
6. Prior to the final payment, furnish to the Designer three (4) copies of parts catalogs for each piece of equipment furnished by him/her on the project with the components identified by number for replacement ordering.

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

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

address of the Contractor, subcontractors and manufacturers who were involved with the activity described in that particular manual.

3. Internally subdivide the binder contents with permanent page dividers, logically organized with tab titles clearly printed under reinforced laminated plastic tabs.
4. Contents: Prepare a Table of Contents for each volume, with each product or system description identified.

ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall keep on site, during progress of the work, a competent superintendent satisfactory to the Construction Representative. The superintendent shall represent the Contractor and all agreements made by the superintendent shall be binding. The superintendent shall carefully study and compare all drawings, specifications and other instructions and shall promptly notify the Construction Representative and Designer, in writing, any error, inconsistency or omission which may be discovered. The superintendent shall coordinate all work on the project. Any change of the superintendent shall be approved by the Construction Representative.
- B. Contractor shall, at all times, enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.
- C. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and insure completion thereof within the time specified.
- D. The Contractor and each of his subcontractors shall submit to the Construction Representative, through the Designer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- E. The Contractor, subcontractors, and material suppliers shall upon written request, give the Owner access to all time cards, material invoices, payrolls, estimates, profit and loss statements, and all other direct or indirect costs related to this work.
- F. The Contractor shall be responsible for laying out all contract work such as layout of architectural, structural, mechanical and electrical work, which shall be coordinated with layouts of subcontractors

for general construction work. The Contractor is also responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by him/her, whether furnished by Contractor or others. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.

- G. The Contractor must notify the Construction Representative at least one working day before placing concrete or burying underground utilities, pipelines, etc.
- H. Contractors shall prearrange time with the Construction Representative for the interruption of any facility operation. Unless otherwise specified in these documents, all connections, alterations or relocations as well as all other portions of the work will be performed during normal working hours.
- I. The Contractor shall coordinate all work so there will not be prolonged interruptions of existing equipment operation. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections necessary for the project, which affect portions of this construction or building or any other building must be scheduled with the Construction Representative to minimize or avoid any disruption of facility operations. In no case, unless previously approved in writing by the Construction Representative, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities either intentionally or accidentally shall not relieve the Contractor responsible for the interruption from the responsibility to repair and restore the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.
- J. Contractors shall limit operations and storage of materials to the area within the project, except as necessary to connect to existing utilities, and shall not encroach on neighboring property. The Contractor shall be responsible for repair of their damage to property on or off the project site occurring during construction of project. All such repairs shall be made to the satisfaction of the property owner.
- K. Unless otherwise permitted, all materials shall be new and both workmanship and materials shall be of the best quality.
- L. Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, and/or install and pay for materials, devices, mechanisms, equipment, all necessary personnel, utilities including, but not limited to water, heat, light and electric power, transportation

services, applicable taxes of every nature, and all other facilities necessary for the proper execution and completion of the work.

- M. Contractor shall carefully examine the plans and drawings and shall be responsible for the proper fitting of his material, equipment and apparatus into the building.
- N. The Contractor or subcontractors shall not overload, or permit others to overload, any part of any structure during the performance of this contract.
- O. All temporary shoring, bracing, etc., required for the removal of existing work and/or for the installation of new work shall be included in this contract. The Contractor shall make good, at no cost to the Owner, any damage caused by improper support or failure of shoring in any respect. Each Contractor shall be responsible for shoring required to protect his work or adjacent property and improvements of Owner and shall be responsible for shoring or for giving written notice to adjacent property owners. Shoring shall be removed only after completion of permanent supports.
- P. The Contractor shall provide at the proper time such material as is required for support of the work. If openings are required, whether shown on drawings or not, the Contractor shall see that they are properly constructed.
- Q. During the performance of work the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences and other devices appropriately located on site which will give proper and understandable warning to all persons of danger of entry onto land, structure or equipment.
- R. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials.
- S. The Contractor shall be responsible for care of the finished work and shall protect same from damage or defacement until substantial completion by the Owner. If the work is damaged by any cause, the Contractor shall immediately begin to make repairs in accordance with the drawings and specifications. Contractor shall be liable for all damage or loss unless attributable to the acts or omissions of the Owner or Designer. Any claim for reimbursement shall be submitted in accordance with Article 4. After substantial completion the Contractor will only be responsible for damage resulting from acts or omissions of the Contractor or subcontractors through final warranty.
- T. In the event the Contractor encounters an unforeseen hazardous material, the Contractor

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

- U. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 4.
- V. Before commencing work, Contractors shall confer with the Construction Representative and facility representative and review any facility rules and regulations which may affect the conduct of the work.
- W. Project signs will only be erected on major projects and only as described in the specifications. If no sign is specified, none shall be erected.

ARTICLE 3.7 -- SUBCONTRACTS

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

ARTICLE 4 -- CHANGES IN THE WORK

4.1 CHANGES IN THE WORK

- A. The Construction Representative, without giving notice to the surety and without invalidating this contract, may order extra work or make changes by

altering, adding to or deducting from the work, this contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract. A claim for extension of time caused by any change must be adjusted at the time of ordering such change. No future request for time will be considered.

- B. Each Contract Change shall include all costs required to perform the work including all labor, material, equipment, overheads and profit, delay, disruptions, or other miscellaneous expenses. No subsequent requests for additional compensation including claims for delay, disruption, or reduced efficiency as a result of each change will be considered. Values from the Schedule of Values will not be binding as a basis for additions to or deductions from the contract price.
- C. The amount of any adjustment in this contract price for authorized changes shall be agreed upon before such changes become effective and shall be determined, through submission of a request for proposal, as follows:
 - 1. By an acceptable fixed price proposal from the Contractor. Breakdowns shall include all takeoff sheets of each Contractor and subcontractor. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
 - 2. By a cost-plus-fixed-fee (time and material) basis with maximum price, total cost not to exceed said maximum. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
 - 3. By unit prices contained in Contractor's original bid form and incorporated in the construction contract.
- D. Overhead and Profit on Contract Changes shall be applied as follows:

- 1. The overhead and profit charge by the Contractor and all subcontractors shall be considered to include, but is not limited to: incidental job burdens, small truck (under 1 ton) expense, mileage, small hand tools,

warranty costs, company benefits and general office overhead. Project supervision including field supervision and job site office expense shall be considered a part of overhead and profit unless a compensable time extension is granted.

2. The percentages for overhead and profit charged on Contract Changes shall be negotiated, and may vary according to the nature, extent, and complexity of the work involved. However, the overhead and profit for the Contractor or subcontractor actually performing the work shall not exceed 14%. When one or more tiers of subcontractors are used, in no event shall any Contractor or subcontractor receive as overhead and profit more than 3% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty percent (20%) of the cost of materials, labor and equipment (exclusive of Contractor or any Subcontractor overhead and profit) necessary to put the contract change work in place.
 3. The Contractor will be allowed to add the cost of bonding and insurance to their cost of work. This bonding and insurance cost shall not exceed 2% and shall be allowed on the total cost of the added work, including overhead and profit.
 4. On proposals covering both increases and decreases in the amount of this contract, the application of overhead and profit shall be on the net change in the cost of the work.
 5. The percentage for overhead and profit to be credited to the Owner on Contract Changes that are solely decreases in the quantity of work or materials shall be negotiated, and may vary according to the nature, extent and complexity of the work involved, but in no case shall be less than ten percent (10%). If the percentage for overhead and profit charged for work added by Contract Changes for this contract has been negotiated to less than 10%, the negotiated rate shall then apply to credits as well.
- E. No claim for an addition to this contract sum shall be valid unless authorized as aforesaid in writing by the Owner. In the event that none of the foregoing methods are agreed upon, the Owner may order the Contractor to perform work on a time and material basis. The cost of such work shall be determined by the Contractor's actual labor and material cost to perform the work plus overhead and profit as outlined herein. The

Designer and Construction Representative shall approve the Contractor's daily time and material invoices for the work involved.

- F. If the Contractor claims that any instructions involve extra cost under this contract, the Contractor shall give the Owner's Representative written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made and authorized by the Owner, in writing.
- G. In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor, without special instruction or authorization from the Construction Representative, is hereby permitted to act at their discretion to prevent such threatened loss or injury. The Contractor shall submit a claim for compensation for such emergency work in writing to the Owner's Representative.

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

- A. Extension of the number of work days stipulated in the Contract for completion of the work with compensation may be made when:
 1. The contractor documents that proposed Changes in the work, as provided in Article 4.1, extends construction activities critical to contract completion date, OR
 2. The Owner suspends all work for convenience of the Owner as provided in Article 7.3, OR
 3. An Owner caused delay extends construction activities critical to contract completion (except as provided elsewhere in these General Conditions). The Contractor is to review the work activities yet to begin and evaluate the possibility of rescheduling the work to minimize the overall project delay.
- B. Extension of the number of work days stipulated in the Contract for completion of the work without compensation may be made when:
 1. Weather-related delays occur, subject to provisions for the inclusion of a specified number of "bad weather" days when provided for in Section 012100-Allowances, OR
 2. Labor strikes or acts of God occur, OR
 3. The work of the Contractor is delayed on account of conditions which were beyond the control of the Contractor, subcontractors or suppliers, and were not the result of their fault or negligence.
- C. No time extension or compensation will be provided for delays caused by or within the control

of the Contractor, subcontractors or suppliers and for concurrent delays caused by the Owner.

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

ARTICLE 5 - CONSTRUCTION AND COMPLETION

ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT

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

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

- B. Within the time frame noted in Section 013200 - Schedules, following receipt of the "Notice to Proceed", the Contractor shall submit to the Owner a progress schedule and schedule of values, showing activities through the end of the contract period. Should the Contractor not receive written notification from the Owner of the disapproval of the schedule of values within fifteen (15) working

days, the Contractor may consider it approved for purpose of determining when the first monthly Application and Certification for Payment may be submitted.

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

ARTICLE 5.2 -- PROJECT CONSTRUCTION

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

ARTICLE 5.3 -- PROJECT COMPLETION

- A. Substantial Completion. A Project is substantially complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner's ability to use the Project for its intended purpose.
1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
 - a. That work is essentially complete with the exception of certain listed work items. The list shall be referred to as the "Contractor's Punch."
 - b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.5A.
 - c. That the Work is ready for inspection by the Designer and Construction Representative. The Owner shall be entitled to a minimum of ten working

days notice before the inspection shall be performed.

2. If the work is acceptable, the Owner shall issue a Certificate of Substantial Completion, which shall set forth the responsibilities of the Owner and the Contractor for utilities, security, maintenance, damage to the work and risk of loss. The Certificate shall also identify those remaining items of work to be performed by the Contractor. All such work items shall be complete within 30 working days of the date of the Certificate, unless the Certificate specifies a different time. If the Contractor shall be required to perform tests that must be delayed due to climatic conditions, it is understood that such tests and affected equipment will be identified on the Certificate and shall be accomplished by the Contractor at the earliest possible date. Performance of the tests may not be required before Substantial Completion can be issued. The date of the issuance of the Certificate of Substantial Completion shall determine whether or not the work was completed within the contract time and whether or not Liquidated Damages are due.
 3. If the work is not acceptable, and the Owner does not issue a Certificate of Substantial Completion, the Owner shall be entitled to charge the Contractor with the Designer's and Owner's costs of re-inspection, including time and travel.
- B. Partial Occupancy. Contractor agrees that the Owner shall be permitted to occupy and use any completed or partially completed portions of the Project, when such occupancy and use is in the Owner's best interest. Owner shall notify Contractor of its desire and intention to take Partial Occupancy as soon as possible but at least ten (10) working days before the Owner intends to occupy. If the Contractor believes that the portion of the work the Owner intends to occupy is not ready for occupancy, the Contractor shall notify the Owner immediately. The Designer shall inspect the work in accordance with the procedures above. If the Contractor claims increased cost of the project or delay in completion as a result of the occupancy, he shall notify the Owner immediately but in all cases before occupancy occurs.
- C. Final Completion. The Project is finally complete when the Certificate of Substantial Completion has been issued and all work items identified therein as incomplete have been completed, and when all administrative items required by the contract have been completed. Final Completion entitles the Contractor to payment of the outstanding balance of the contract amount including all change orders

and retainage. Within five (5) working days of the date of the Certificate of Substantial Completion, the Contractor shall identify the cost to complete any outstanding items of work. The Designer shall review the Contractor's estimate and either approve it or provide an independent estimate for all such items. If the Contractor fails to complete the remaining items within the time specified in the Certificate, the Owner may terminate the contract and go to the surety for project completion in accordance with Article 7.2 or release the contract balance to the Contractor less 150% of the approved estimate to complete the outstanding items. Upon completion of the outstanding items, when a final cost has been established, any monies remaining shall be paid to the Contractor. Failure to complete items of work does not relieve the Contractor from the obligation to complete the administrative requirements of the contract, such as the provisions of Article 5.3 FAILURE TO COMPLETE ALL ITEMS OF WORK UNDER THE CONTRACT SHALL BE CONSIDERED A DEFAULT AND BE GROUNDS FOR CONTRACT TERMINATION AND DEBARMENT.

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

ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

- A. Payments on account of this contract will be made monthly in proportion to the work which has been completed. Request for payment must be submitted on the Owner's forms. No other pay request will

be processed. Supporting breakdowns must be in the same format as Owner's forms and must provide the same level of detail. The Designer will, within 5 working days from receipt of the contractor's request for payment either issue a Certificate for Payment to the Owner, for such amount as the Designer determines is properly due, or notify the Contractor in writing of reasons for withholding a Certificate. The Owner shall make payment within 30 calendar days after the "Application and Certification for Payment" has been received and certified by the Designer. The following items are to be attached to the contractor's pay request:

1. Updated construction schedule
 2. Certified payrolls consisting of name, occupation and craft, number of hours worked and actual wages paid for each individual employee, of the Contractor and all subcontractors working on the project
- B. The Owner shall retain 5 percent of the amount of each such payment application, except as allowed by Article 5.4, until final completion and acceptance of all work covered by this contract.
- C. Each payment made to Contractor shall be on account of the total amount payable to Contractor and all material and work covered by paid partial payment shall thereupon become the sole property of Owner. This provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of this contract.
- D. Materials delivered to the work site and not incorporated in the work will be allowed in the Application and Certification for Payment on the basis of one hundred (100%) percent of value, subject to the 5% retainage providing that they are suitably stored on the site or in an approved warehouse in accordance with the following requirements:
1. Material has previously been approved through submittal and acceptance of shop drawings conforming to requirements of Article 3.2 of General Conditions.
 2. Delivery is made in accordance with the time frame on the approved schedule.
 3. Materials, equipment, etc., are properly stored and protected from damage and deterioration and remain so - if not, previously approved amounts will be deleted from subsequent pay applications.

4. The payment request is accompanied by a breakdown identifying the material equipment, etc. in sufficient detail to establish quantity and value.
- E. The Contractor shall be allowed to include in the Application and Certification for Payment, one hundred (100%) of the value, subject to retainage, of major equipment and material stored off the site if all of the following conditions are met:
1. The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.
 2. Materials stored in one location off site are valued in excess of \$25,000.
 3. That a Certificate of Insurance is provided indicating adequate protection from loss, theft conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.
 4. The materials are stored in a facility approved and inspected, by the Construction Representative.
 5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.
- F. The Owner shall determine the amount, quality and acceptability of the work and materials which are to be paid for under this contract. In the event any questions shall arise between the parties, relative to this contract or specifications, determination or decision of the Owner or the Construction Representative and the Designer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.
- G. Payments Withheld: The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:
1. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for the item or

items. The cost of corrective action(s) shall be borne by the Contractor.

2. A reasonable doubt that this contract can be completed for the unpaid balance.
3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.
4. Failure of the Contractor to update the construction schedule.

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

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

1. Where the specifications provide for the performance by the Contractor of (certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of climatic conditions, such test shall may be considered as required under the provisions of the specifications, Section 013300 and this contract may be substantial Full payment will not be made until the tests have been made and the equipment and system is finally accepted. If the tests are not completed when scheduled, the Owner may deduct 150% of the value of the tests from the final payment.
2. The final payment shall not become due until the Contractor delivers to the Construction Representative:
 - a) A complete file of releases, on the standard form included in the contract documents as "Final Receipt of Payment and Release Form", from subcontractors and material suppliers evidencing payment in full for services, equipment and materials, as the case may require, if the Owner approves, or a consent from

the Surety to final payment accepting liability for any unpaid amounts.

- b) An Affidavit of Compliance with Prevailing Wage Law, in the form as included in this contract specifications, properly executed by each subcontractor, and the Contractor
 - c) Certified copies of all payrolls
 - d) As-built drawings
3. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a claim including all costs and a reasonable attorney's fee.
 4. Missouri statute requires prompt payment from the Owner to the Contractor within thirty calendar days and from the Contractor to his subcontractors within fifteen calendar days. Failure to make payments within the required time frame entitles the receiving party to charge interest at the rate of one and one half percent per month calculated from the expiration of the statutory time period until paid.
 5. The value of all unused unit price allowances and/or 150% of the value of the outstanding work items, and/or liquidated damages may be deducted from the final pay request without executing a Contract Change. Any unit price items which exceed the number of units in the contract may be added by Contract Change.

ARTICLE 6 -- INSURANCE AND BONDS

ARTICLE 6.1 -- BOND

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

ARTICLE 6.2 – INSURANCE

- A. The successful Contractor shall procure and maintain for the duration of the contract issued a policy or policies of insurance for the protection of both the Contractor and the Owner and their respective officers, officials, agents, consultants and employees. The Owner requires certification of insurance coverage from the Contractor prior to commencing work.
- B. Minimum Scope and Extent of Coverage
 - 1. General Liability
Commercial General Liability, ISO coverage form number or equivalent CG 00 01 ("occurrence" basis), or I-SO coverage form number CG 00 02, or ISO equivalent.

If ISO equivalent or manuscript general liability coverage forms are used, minimum coverage will be as follows: Premises/Operations; Independent Contractors; Products/Completed Operations; personal Injury; Broad Form Property Damage including Completed Operations; Broad Form Contractual Liability Coverage to include Contractor's obligations under Article 1.11 Indemnification and any other Special Hazards required by the work of the contract.
 - 2. Automobile Liability
Business Automobile Liability Insurance, ISO Coverage form number or equivalent CA 00 01 covering automobile liability, code 1 "ANY AUTO".
 - 3. Workers' Compensation and Employer's Liability
Statutory Workers' Compensation Insurance for Missouri and standard Employer's Liability Insurance, or the authorization to self-insure for such liability from the Missouri Division of Workers' Compensation.
 - 4. Builder's Risk or Installation Floater Insurance
Insurance upon the work and all materials, equipment, supplies, temporary structures and similar items which may be incident to the performance of the work and located at or adjacent to the site, against loss or damage from fire and such other casualties as are included in extended coverage in broad "All Risk" form, including coverage for Flood and Earthquake, in an amount not less than the replacement cost of the work or this 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
\$2,000,000 annual aggregate
 - 2. Automobile Liability
\$2,000,000 combined single limit per occurrence for bodily injury and property damage
 - 3. Workers' Compensation and Employers Liability
Workers' Compensation limits as required by applicable State Statutes (generally unlimited) and minimum of \$1,000,000 limit per accident for Employer's Liability.

General Liability and Automobile Liability insurance may be arranged under individual policies for the full limits required or by a combination of underlying policies with the balance provided by a form-following Excess or Umbrella Liability policy.
- D. Deductibles and Self-Insured Retentions
All deductibles, co-payment clauses, and self-insured retentions must be declared to and approved by the Owner. The Owner reserves the right to request the reduction or elimination of unacceptable deductibles or self-insured retentions, as they would apply to the Owner, and their respective officers, officials, agents, consultants and employees. Alternatively, the Owner may request Contractor to procure a bond guaranteeing

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

E. Other Insurance Provisions and Requirements

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

1. General Liability

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

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

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

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

2. Automobile Insurance

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

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

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

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

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

3. Workers' Compensation/Employer's Liability

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

4. All Coverages

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

F. Insurer Qualifications and Acceptability

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

G. Verification of Insurance Coverage

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

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

ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

ARTICLE 7.1 - FOR SITE CONDITIONS

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

ARTICLE 7.2 - FOR CAUSE

A. Termination or Suspension for Cause:

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

calendar days after demand therefore, the Owner may take over the work and prosecute the same to completion by bid or negotiated contract, or the Owner may elect to take possession of and utilize in completing the work such materials, supplies, appliances and plant as may be on the site of the work, and all subcontractors, if the Owner elects, shall be bound to perform their contracts.

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

ARTICLE 7.3 -- FOR CONVENIENCE

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

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

B. Upon receipt of notification, the Contractor shall:

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

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

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

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

SECTION 007300 - SUPPLEMENTARY CONDITIONS

1.0 GENERAL:

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

2.0 CONTACTS:

Designer: Brad Schaefer
Division of Facilities Management, Design and Construction
301 West High Street
Jefferson City, Missouri
Telephone: (573) 526-0136
Email: Brad.Schaefer@oa.mo.gov

Construction Representative: Ricky Howard
Division of Facilities Management, Design and Construction
836 N. Scott, Belton, MO 64012
Telephone: (816) 322-1166 Ext. 236
Email: Ricky.Howard@oa.mo.gov

Project Manager: Eric Hibdon
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
Jefferson City, Missouri 65101
Telephone: (573) 522-0322
Email: Eric.Hibdon@oa.mo.gov

Contract Specialist: Mandy Roberson
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
Jefferson City, Missouri 65102
Telephone: (573) 522-0074
Email: Mandy.Roberson@oa.mo.gov

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

4.0 FURNISHING CONSTRUCTION DOCUMENTS:

- A. The Owner will furnish the Contractor with approximately 3 complete sets of drawings and specifications at no charge.
- B. The Owner will furnish the Contractor with approximately 3 sets of explanatory or change drawings at no charge.
- C. The Contractor may make copies of the documents as needed with no additional cost to the Owner.

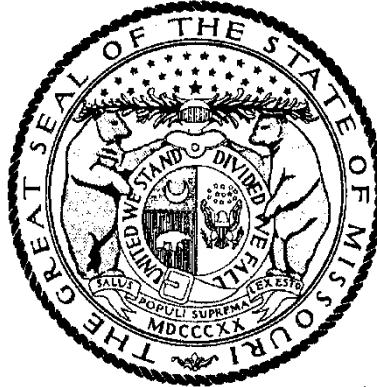
5.0 SAFETY REQUIREMENTS

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

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

Section 048
JACKSON COUNTY

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

Original Signed by _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2022**

Last Date Objections May Be Filed: **April 11, 2022**

Prepared by Missouri Department of Labor and Industrial Relations

| OCCUPATIONAL TITLE | **Prevailing Hourly Rate |
|------------------------------|--------------------------|
| Asbestos Worker | \$67.05 |
| Boilermaker | \$37.33* |
| Bricklayer | \$59.20 |
| Carpenter | \$60.21 |
| Lather | |
| Linoleum Layer | |
| Millwright | |
| Pile Driver | |
| Cement Mason | \$54.35 |
| Plasterer | |
| Communications Technician | \$58.66 |
| Electrician (Inside Wireman) | \$66.21 |
| Electrician Outside Lineman | \$64.01 |
| Lineman Operator | |
| Lineman - Tree Trimmer | |
| Groundman | |
| Groundman - Tree Trimmer | |
| Elevator Constructor | \$37.33* |
| Glazier | \$56.84 |
| Ironworker | \$66.35 |
| Laborer | \$49.04 |
| General Laborer | |
| First Semi-Skilled | |
| Second Semi-Skilled | |
| Mason | \$54.39 |
| Marble Mason | |
| Marble Finisher | |
| Terrazzo Worker | |
| Terrazzo Finisher | |
| Tile Setter | |
| Tile Finisher | |
| Operating Engineer | \$60.71 |
| Group I | |
| Group II | |
| Group III | |
| Group III-A | |
| Group IV | |
| Group V | |
| Painter | \$50.15 |
| Plumber | \$74.12 |
| Pipe Fitter | |
| Roofer | \$57.93 |
| Sheet Metal Worker | \$71.70 |
| Sprinkler Fitter | \$61.32 |
| Truck Driver | \$47.50 |
| 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 Section 290.210 RSMo.

Heavy Construction Rates for
JACKSON County

| OCCUPATIONAL TITLE | **Prevailing Hourly Rate |
|-------------------------------|--------------------------|
| Carpenter | \$60.95 |
| Millwright | |
| Pile Driver | |
| Electrician (Outside Lineman) | \$84.43 |
| Lineman Operator | |
| Lineman - Tree Trimmer | |
| Groundman | |
| Groundman - Tree Trimmer | |
| Laborer | \$49.28 |
| General Laborer | |
| Skilled Laborer | |
| Operating Engineer | \$58.78 |
| Group I | |
| Group II | |
| Group III | |
| Group IV | |
| Truck Driver | \$50.64 |
| 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. 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 Section 290.210 RSMo.

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

SECTION 011000 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The project consists of the renovation of restrooms, and laundry rooms at the Center for Behavioral Medicine in Kansas City, Missouri.
 - 1. Project Location: 1000 East 24th Street, Kansas City, 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 **May 26, 2023**, were prepared for the Project by State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction Project Management Unit, Harry S Truman State Office Building, Post Office Box 809, 301 West High Street, Jefferson City, Missouri 65101.
- C. The Work consists of renovation of existing showers, restroom, and laundry rooms on the second and third floors.
 - 1. The Work includes demolition, mold abatement and reconstruction of selected showers and toilet rooms.
- D. The Work will be constructed under a single prime contract.

1.3 WORK SEQUENCE

- A. The Work will be conducted in multiple phases.
 - 1. Work phases and time periods for completion are as shown on the drawings.

1.4 CONTRACTOR USE OF PREMISES

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

- C. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage cause by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.5 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate owner usage. Perform the Work so as not to interfere with the Owner's operations.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 011000

SECTION 012200 – UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions and other Division 1 Specification Sections apply to this Section.
- B. Quantities of Units to be included in the Base Bid are indicated in Section 004322 – Unit Prices.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Unit Prices.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Unit Price is an amount proposed by bidders, stated on the Bid Form Attachment 004322 a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit Prices include all necessary material plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of Unit Prices. Methods of measurement and payment for Unit Prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of Work in-place that involves use of established Unit Prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of Unit Prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each Unit Price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Unit Price No. 1:

1. Description: Removal of 2-layers of 5/8" mold damaged gypsum wall board according to Mold Remediation"
2. Unit of Measurement: Per Square Foot – 2 layers of 5/8".
3. Base Bid Quantity: 320 units (square feet)

B. Unit Price No. 2:

1. Description: Removal of 1-layer of 5/8" mold damaged gypsum ceiling board according to Mold Remediation.
2. Unit of Measurement: Per Square Foot -1 layer of 5/8".
3. Base Bid Quantity: 160 units (square feet)

END OF SECTION 012200

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

1.3 REQUESTS FOR INFORMATION

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

1.4 MINOR CHANGES IN THE WORK

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

1.5 PROPOSAL REQUESTS

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

1.6 CHANGE ORDER PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013100 – COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 COORDINATION

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

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

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

1.4 SUBMITTALS

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

1.5 PROJECT MEETINGS

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

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

1. Minutes: Designer will record and distribute meeting minutes.
- B. Progress Meetings: The Owner's Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 "General Conditions".
1. Minutes: Designer will record and distribute to Contractor the meeting minutes.
- C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:
 - a. Contract Documents
 - b. Options
 - c. Related RFIs
 - d. Related 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
 8. Name and address of Contractor
 9. Name and address of Designer
 10. RFI number including RFIs that were dropped and not submitted
 11. RFI description
 12. Date the RFI was submitted
 13. Date Designer's response was received
 14. Identification of related DSI or Proposal Request, as appropriate

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013115 - PROJECT MANAGEMENT COMMUNICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

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

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

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

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

H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches documents shall be submitted by transmission in electronic form to the E-Builder® web site by licensed users.

- a. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.
- b. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
- c. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.

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

1. Providing suitable computer systems for each licensed user at the users normal work 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
 - 4) Processor Speed: 1 Gigahertz and above
 - 5) RAM: 512 mb
 - 6) Operating system and software shall be properly licensed.
 - 7) Internet Explorer version 7 (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.
 - 8) Adobe Acrobat Reader (current version is a free distribution for download).
 - 9) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION 013115

¹ The normal work location is the place where the user is assigned for more than one-half of his time working on this project.

² The minimum system herein will not be sufficient for many tasks and may not be able to process all documents and files stored in the E-Builder® Documents area.

SECTION 013200 – SCHEDULE – BAR CHART

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS – (Not Applicable)

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

- A. The Contractor shall submit to the Designer, within ten (10) working days following the Notice to Proceed, a Progress Schedule including Schedule of Values showing the rate of progress the Contractor agrees to maintain and the order in which he proposed to carry out the various phases of Work. No payments shall be made to the Contractor until the Progress Schedule has been approved by the Owner.
 - 1. The Schedule of Values must have the following line items included with the value of the item as indicated below:
 - a. O&M's (Owner's Manual)
 - 1) \$1,000,000.00 (One million) and under – 2% of the total contract amount
 - 2) Over \$1,000,000.00 (One million) – 1% of the total contract amount
 - b. Close Out Documents
 - 1) \$1,000,000.00 (One million) and under – 2% of the total contract amount
 - 2) Over \$1,000,000.00 (One million) – 1% of the total contract amount
 - c. General Conditions
 - 1) No more than 10%
- B. The Contractor shall submit an updated Schedule for presentation at each Monthly Progress Meeting. The Schedule shall be updated by the Contractor as necessary to reflect the current Schedule and its relationship to the original Schedule. The updated Schedule shall reflect any changes in the logic, sequence, durations, or completion date. Payments to the Contractor shall be suspended if the Progress Schedule is not adequately updated to reflect actual conditions.

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

3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

- A. Bar-Chart Schedule: The Contractor shall prepare a comprehensive, fully developed, horizontal bar chart-type Contractor’s Construction Schedule. The Contractor for general construction shall prepare the Construction Schedule for the entire Project. The Schedule shall show the percentage of work to be completed at any time, anticipated monthly payments by Owner, as well as significant dates (such as completion of excavation, concrete foundation work, underground lines, superstructure, rough-ins, enclosure, hanging of fixtures, etc.) which shall serve as check points to determine compliance with the approved Schedule. The Schedule shall also include an activity for the number of “bad” weather days specified in Section 012100 – Allowances.
 - 1. The Contractor shall provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week.
 - a. If practical, use the same Schedule of Values breakdown for schedule time bars.
 - 2. The Contractor shall provide a base activity time bar showing duration for each construction activity. Each bar is to indicate start and completion dates for the activity. The Contractor is to place a contrasting bar below each original schedule activity time for indicating actual progress and planned remaining duration for the activity.
 - 3. The Contractor shall prepare the Schedule on a minimal number of separate sheets to readily show the data for the entire construction period.
 - 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on schedule with other construction activities. Include minor elements involved in the overall sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
 - 5. Coordinate the Contractor’s Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other required schedules and reports.
 - 6. Indicate the Intent to Award and the Contract Substantial Completion dates on the schedule.
- B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the following:
 - 1. Requirement for Phased completion
 - 2. Work by separate Contractors
 - 3. Work by the Owner
 - 4. Pre-purchased materials
 - 5. Coordination with existing construction
 - 6. Limitations of continued occupancies

7. Un-interruptible services
 8. Partial Occupancy prior to Substantial Completion
 9. Site restrictions
 10. Provisions for future construction
 11. Seasonal variations
 12. Environmental control
- C. Work Stages: Use crosshatched bars to indicate important stages of construction for each major portion of the Work. Such stages include, but are not necessarily limited to, the following:
1. Subcontract awards
 2. Submittals
 3. Purchases
 4. Mockups
 5. Fabrication
 6. Sample testing
 7. Deliveries
 8. Installation
 9. Testing
 10. Adjusting
 11. Curing
 12. Startup and placement into final use and operation
- D. Area Separations: Provide a separate time bar to identify each major area of construction for each major portion of the Work. For the purposes of this Article, a “major area” is a story of construction, a separate building, or a similar significant construction element.
1. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Permanent space enclosure
 - c. Completion of mechanical installation
 - d. Completion of the electrical portion of the Work
 - e. Substantial Completion

3.3 SCHEDULE OF SUBMITTALS

- A. Upon acceptance of the Construction Progress Schedule, prepare and submit a complete schedule of submittals. Coordinate the submittal schedule with Section 013300 SUBMITTALS, the approved Construction Progress Schedule, list of subcontracts, Schedule of Values and the list of products.
- B. Prepare the schedule in chronological order. Provide the following information

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

3.4 SCHEDULE OF INSPECTIONS AND TESTS

- A. Prepare a schedule of inspections, tests, and similar services required by the Contract Documents. Submit the schedule with (15) days of the date established for commencement of the Contract Work. The Contractor is to notify the testing agency at least (5) working days in advance of the required tests unless otherwise specified.
- B. Form: This schedule shall be in tabular form and shall include, but not be limited to, the following:
1. Specification Section number
 2. Description of the test
 3. Identification of applicable standards
 4. Identification of test methods
 5. Number of tests required
 6. Time schedule or time span for tests
 7. Entity responsible for performing tests
 8. Requirements for taking samples
 9. Unique characteristics of each service
- C. Distribution: Distribute the schedule to the Owner, Architect, and each party involved in performance of portions of the Work where inspections and tests are required.

END OF SECTION 013200

SECTION 013300 – SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.
- B. Division 1, Section 013115 “Project Management Communications” for administrative requirements for communications.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work including the following:
 - 1. Shop Drawings
 - 2. Product Data
 - 3. Samples
 - 4. Quality Assurance Submittals
 - 5. Construction Photographs
 - 6. Operating and Maintenance Manuals
 - 7. Warranties
- B. Administrative Submittals: Refer to General and Supplementary Conditions other applicable Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Construction Progress Schedule including Schedule of Values
 - 2. Performance and Payment Bonds
 - 3. Insurance Certificates
 - 4. Applications for Payment
 - 5. Certified Payroll Reports
 - 6. Partial and Final Receipt of Payment and Release Forms
 - 7. Affidavit – Compliance with Prevailing Wage Law
 - 8. Record Drawings
 - 9. Notifications, Permits, etc.
- C. The Contractor is obliged and responsible to check all shop drawings and schedules to assure compliance with contract plans and specifications. The Contractor is responsible for the content of the shop drawings and coordination with other contract work. Shop drawings and schedules shall indicate, in detail, all parts of an Item or Work including erection and setting instructions and integration with the Work of other trades.
- D. The Contractor shall at all times make a copy, of all approved submittals, available on site to the Construction Representative.

1.3 SUBMITTAL PROCEDURES

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

1.4 SHOP DRAWINGS

- A. Comply with the General Conditions, Article 3.2.
- B. The Contractor shall submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- C. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings including the following information:
 - 1. Dimensions
 - 2. Identification of products and materials included by sheet and detail number
 - 3. Compliance with specified standards
 - 4. Notation of coordination requirements

5. Notation of dimensions established by field measurement
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8½"x11" but no larger than 36"x48".

1.5 PRODUCT DATA

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

1.6 SAMPLES

- A. The Contractor shall comply with the General Conditions, Article 3.2.
- B. The Contractor shall submit full-size, fully fabricated samples, cured and finished as specified, and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 1. The Contractor shall mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Designer's sample including the following:
 - a. Specification Section number and reference
 - b. Generic description of the Sample
 - c. Sample source
 - d. Product name or name of the Manufacturer
 - e. Compliance with recognized standards
 - f. Availability and delivery time
 2. The Contractor shall submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

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

1.7 QUALITY ASSURANCE DOCUMENTS

- A. The Contractor shall comply with the General Conditions, Article 3.2
- B. The Contractor shall submit quality control submittals including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality- control submittals as required under other Sections of the Specifications.
- C. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the Manufacturer certifying compliance with specified requirements.
 - 1. Signature: Certification shall be signed by an officer of the Manufacturer or other individual authorized to contractually bind the Company.
- D. Inspection and Test Reports: The Contractor shall submit the required inspection and test reports from independent testing agencies as specified in this Section and in other Sections of the Contract Documents.
- E. Construction Photographs: The Contractor shall submit record construction photographs as specified in this Section and in other Sections of the Contract Documents.
 - 1. The Contractor shall submit digital photographs. The Construction Administrator shall determine the quantity and naming convention at the preconstruction meeting.
 - 2. The Contractor shall identify each photograph with project name, location, number, date, time, and orientation.
 - 3. The Contractor shall submit progress photographs monthly unless specified otherwise. Photographs shall be taken one (1) week prior to submitting.
 - 4. The Contractor shall take four (4) site photographs from differing directions and a minimum of five (5) interior photographs indicating the relative progress of the Work.

1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REQUIRED SUBMITTALS

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

| SPEC SECTION | TITLE | CATEGORY |
|--------------|------------------------------|--------------------------------|
| 013200 | Schedules | Construction Schedule |
| 013200 | Schedules | Schedule of Values |
| 013200 | Schedules | List of Subcontractors |
| 013200 | Schedules | Major Material Suppliers |
| 061000 | Rough Carpentry | Product Data |
| 061000 | Rough Carpentry | Certification |
| 067100 | Fiberglass FRP Products | Product Data |
| 071252 | Elastomeric Water Proofing | Product Data |
| 071252 | Elastomeric Water Proofing | Operation / Maintenance Manual |
| 071252 | Elastomeric Water Proofing | Test Report |
| 071252 | Elastomeric Water Proofing | Warranty |
| 078412 | Penetration Firestopping | Product Data |
| 078412 | Penetration Firestopping | Sample |
| 078412 | Penetration Firestopping | Operation / Maintenance Manual |
| 078412 | Penetration Firestopping | Test Report |
| 078412 | Penetration Firestopping | Warranty |
| 079200 | Joint Sealants | Product Data |
| 079200 | Joint Sealants | Sample |
| 079200 | Joint Sealants | Certification |
| 079200 | Joint Sealants | Test Report |
| 079200 | Joint Sealants | Warranty |
| 092216 | Non Structural Metal Framing | Product Data |
| 092216 | Non Structural Metal Framing | Certification |
| 092800 | Cement Board | Product Data |
| 092800 | Cement Board | Sample |
| 092800 | Cement Board | Test Report |
| 092900 | Gypsum Board | Product Data |

| | | |
|--------|-----------------------------|--------------------------------|
| 092900 | Gypsum Board | Sample |
| 092900 | Gypsum Board | Test Report |
| 096513 | Resilient Base Accessories | Product Data |
| 096513 | Resilient Base Accessories | Sample |
| 096513 | Resilient Base Accessories | Test Report |
| 096513 | Resilient Base Accessories | Operation / Maintenance Manual |
| 096710 | Resinous Flooring | Product Data |
| 096710 | Resinous Flooring | Sample |
| 096710 | Resinous Flooring | Test Report |
| 096710 | Resinous Flooring | Operation / Maintenance Manual |
| 097510 | Solid Surface Wall Cladding | Product Data |
| 097510 | Solid Surface Wall Cladding | Sample |
| 097510 | Solid Surface Wall Cladding | Operation / Maintenance Manual |
| 099123 | Interior Painting | Product Data |
| 099123 | Interior Painting | Sample |
| 099123 | Interior Painting | Operation / Maintenance Manual |
| 102800 | Toilet Bath Accessories | Product Data |
| 102800 | Toilet Bath Accessories | Sample |
| 102800 | Toilet Bath Accessories | Operation / Maintenance Manual |
| 102800 | Toilet Bath Accessories | Warranty |
| 200100 | Basic Fire Suppression/HVAC | Product Data |
| 224223 | Commercial Showers | Product Data |
| 224223 | Commercial Showers | Operation / Maintenance Manual |

END OF SECTION 013300

SECTION 013513.19 - SITE SECURITY AND HEALTH REQUIREMENTS (DMH)

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

1.3 SUBMITTALS

- A. List of required submittals:
 - 1. Materials Safety Data Sheets for all hazardous materials to be brought onsite.
 - 2. Schedule of proposed shutdowns, if applicable.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL RULES OF THE INSTITUTION

- A. All workers and supervisors employed by the Contractor or any Subcontractors shall be made aware that the buildings and grounds are part of a Department of Mental Health facility and that:
 - 1. The Residents or Patients are to be treated with dignity.
 - 2. Construction activities shall not interfere with normal facility operation, except as otherwise arranged with and approved by the Facility Authorities.
 - 3. Access to the Facility, Residents, and Staff by Emergency Responders shall not be compromised at any time.
 - 4. Fire exits, alarm systems, and sprinkler systems shall remain fully operational at all times unless written approval is received from the Construction Representative and the

- appropriate Facility Representative at least (24) hours in advance. The Contractor shall submit a written time schedule for any proposed shutdowns.
5. Smoking is not permitted in State-operated buildings. Smoking on grounds shall be in accordance with local Facility regulations and only as approved by Facility Management.
 6. Intoxicating beverages or narcotics shall not be brought upon the premises nor shall Contractor's personnel be under the influence of these substances while on the premises.
 7. Explosives or firearms and other weapons shall not be allowed onsite.
 8. Keys shall not be left in unattended vehicles. Vehicles shall be locked when not in use.
 9. The Residents shall not be photographed. Maintaining confidentiality of the Residents shall be required.
- B. Because of the persistent risk that Residents or Patients may cause harm to themselves or others, extreme caution and special care must be taken in the interest of safety.
1. Materials, tools, and construction apparatus including ropes, ladders, and flammable liquids shall not be left unattended during working hours and shall be securely stored during non-working hours. Secure storage includes lockable cabinets, rooms, trailers, and rigid fenced areas. The location and use of exterior storage areas shall be approved by the Construction Representative and Facility Management prior to their use.
 2. An inventory of tools, equipment, and materials intended to be left unsecured must be submitted to and approved by the Construction Representative in advance.
 3. Any missing tools, equipment, or material must be immediately reported to the Construction Representative and Facility Management. Unattended or unsecured tools, equipment, or material that poses a potential risk may be confiscated by Facility Staff and returned after completion of the appropriate request documents by the Contractor.
 4. Access to construction areas must be controlled at all times. Appropriate barriers must be erected to secure trenches, pits, wiring, etc.
 5. Material Safety Data Sheets, or their equivalent, shall be provided to the Construction Representative for all hazardous materials to be brought onsite at least a day before their delivery.
 6. Construction debris and trash must be securely stored in approved containers or removed from the site at least daily.
- C. If the safety of Residents or Staff is jeopardized because Safety Guidelines are not properly observed, the Facility Representative will notify the Construction Representative, who may stop the Work until the situation is resolved. In such case, the Work will resume only after the unsafe conditions have been corrected and the Contractor is notified by the Construction Representative to resume the Work.

3.2 ACCESS TO THE SITE

- A. The Contractor shall coordinate with the Facility and Construction Representative to establish a schedule for working hours. Normal working hours for this Facility are 7:30AM to 4:00PM Monday through Friday. Working hour changes or overtime are to be requested and approved (48) hours in advance. The need for emergency overtime shall be reported to the Construction Representative as soon as it is evident that overtime is needed.
- B. The Contractor shall provide the name and phone number of the individual who is in charge onsite and who can be contacted in case of an emergency. This individual must maintain a current list of names and addresses of all project construction personnel and to furnish this list

to the Construction Representative or Facility Representative upon request.

- C. All construction personnel shall be identified to the Facility Representative and, when the Facility Representative feels it is necessary, they will be issued identification cards.

3.3 HEALTH AND TRAFFIC CONTROLS

- A. Take all reasonable and necessary measures to reduce air and water pollution by any material or equipment used during construction. Keep volatile wastes in approved covered containers. Do not dispose of volatile wastes or oils in storm or sanitary drains.
- B. Keep project area in a neat, clean, orderly, and safe condition at all times. Immediately remove all waste materials. Do not allow trash or rubbish to accumulate. Provide approved onsite containers for collection of trash and rubbish and dispose of it at frequent intervals during progression of the Work.
- C. No burning will be permitted on the grounds.
- D. Conduct all construction-related activities and management of debris to ensure minimum interference with roadways, streets, walks, utilities, and adjacent facilities.
- E. Do not obstruct streets, driveways, walks, or use facilities without permission from the Facility Representative.
- F. No driver shall exceed the Facility speed limit of 5mph.

3.4 SPECIFICATION OF REQUIRED INFECTION CONTROL PRECAUTIONS BY CLASS

- A. The project is considered as Class III infection control classification.
- B. Class I is for inspection and non-invasive type activities. These include, but are not limited to, the removal of ceiling tiles for visual inspection (1 tile per 50SqFt, painting without sanding, wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.
 - 1. Class I Contractor shall perform the following precautionary measures during the project:
 - a. Execute work by methods to minimize raising dust from construction operations.
 - b. Immediately replace a ceiling tile displaced for visual inspection.
 - 2. Class I Contractor shall perform the following measures upon completion of the project.
 - a. No work is required.
- C. Class II is for work that generates minimal to a high level of dust, requires demolition, or removal of any fixed building components or assemblies. Work of this type includes, but is not limited to, installation of telephone and computer cabling, access to chase spaces, cutting of walls or ceiling where dust migration can be controlled, sanding of walls for painting or wall covering, removal of floor coverings, ceiling tiles and casework, new wall construction, minor duct work, electrical or plumbing work above ceilings, and any activity that cannot be

duct work, electrical or plumbing work above ceilings, and any activity that cannot be completed within a single work shift.

1. Class II Contractor shall perform the following precautionary measures during the project:
 - a. Provide active means to prevent airborne dust from dispersing into the atmosphere.
 - b. Water mist work surfaces to control dust while cutting.
 - c. Seal unused doors with duct tape.
 - d. Block off and seal air vents.
 - e. Place dust mat at entrance and exit of work area.
 - f. Remove or isolate HVAC system in areas where work is being performed.
2. Class II Contractor shall perform the following measures upon completion of the project:
 - a. Wipe work surfaces with disinfectant.
 - b. Contain construction waste before transport in tightly covered containers.
 - c. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area.
 - d. Remove isolation of HVAC system in areas where work was performed.

D. Class III is for major demolition and construction projects. Work includes, but is not limited to, activities which require consecutive work shifts, heavy demolition, the removal of a complete cabling system, and new construction.

1. Class III Contractor shall perform the following precautionary measures during the project:
 - a. Remove or isolate HVAC system in area where work is being done to prevent contamination of duct system including block off and seal air vents.
 - b. Complete all critical barriers, i.e., drywall, plywood, and plastic to seal area from non-work area or implement control cube method (use cart with plastic covering and sealed connection to worksite with HEPA vacuum for vacuuming prior to exit) before construction begins.
 - c. Maintain negative air pressure within worksite utilizing HEPA equipped air filtration units.
 - d. Place dust mat at entrance and exit of work area.
 - e. Contain construction waste before transport in tightly covered containers.
 - f. Cover transport receptacles or carts. Tape covering unless solid lid.
2. Class III Contractor shall perform the following measures upon completion of the project:
 - a. Do not remove barriers from work area until completed project is inspected by the Construction Representative and a Representative of the Facility's Safety and Inspection Control Section.
 - b. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.
 - c. Vacuum work area with HEPA filtered vacuums.
 - d. Wet mop area with disinfectant.
 - e. Remove isolation of HVAC system in areas where work is being performed.

3.5 SECURITY CLEARANCES AND RESTRICTIONS

A. FMDC CONTRACTOR BACKGROUND AND ID BADGE PROCESS

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

- B. The Contractor shall notify FMDC via email to FMDCSecurity@oa.mo.gov within 48 hours of anyone severing employment with their company.

3.6 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 013513.19

SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 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”.
 - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 “National Electric Code”.
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

- B. Lumber and Plywood: Comply with requirements in Division 6 Section “Rough Carpentry”.
 - 1. For job-built temporary office, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
 - 2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sized and thicknesses indicated.
 - 3. For fences and vision barriers, provide minimum 3/9” (9.5mm) thick exterior plywood.
 - 4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8” (16mm) thick exterior plywood.
- C. Gypsum Wallboard: Provide gypsum wallboard on interior walls of temporary offices.
- D. Roofing Materials: Provide UL Class A standard-weight asphalt shingles or UL Class C mineral-surfaced roll roofing on roofs of job-built temporary office, shops, and shed.
- E. Paint: Comply with requirements of Division 9 Section “Painting”.
 - 1. For job-built temporary offices, shops, sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.
 - 2. For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.
 - 3. For interior walls of temporary offices, provide two (2) quarts interior latex-flat wall paint.
- F. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of (15) or less. For temporary enclosures, provide translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- G. Water: Provide potable water approved by local health authorities.
- H. Open-Mesh Fencing: Provide 0.120” (3mm) thick, galvanized 2” (50mm) chainlink fabric fencing 6’ (2m) high with galvanized barbed-wire top strand and galvanized steel pipe posts, 1½” (38mm) ID for line posts and 2½” (64mm) ID for corner posts.

2.2 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Designer, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide ¾” (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100’ (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.

- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- G. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers, or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

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

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
 - 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
 - 4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Contract Change.
- B. Temporary Water Service: The Owner will provide water for construction purposes from the existing building system. All required temporary extensions shall be provided and removed by the Contractor. Connection points and methods of connection shall be designated and approved by the Construction Representative.

- C. Temporary Electric Power Service: The Owner will provide electric power for construction lighting and power tools. Contractors using such services shall pay all costs of temporary services, circuits, outlet, extensions, etc.
 - D. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching.
 - 1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
 - E. Temporary Heating and Cooling: The normal heating and/or cooling system of the building shall be maintained in operation during the construction. Should the Contractor find it necessary to interrupt the normal HVAC service to spaces, which have not been vacated for construction, such interruptions shall be pre-scheduled with the Construction Representative.
 - F. Temporary Telephones: Provide temporary telephone service throughout the construction period for all personnel engaged in construction activities.
 - 1. Telephone Lines: Provide telephone lines for the following:
 - a. Where an office has more than two (2) occupants, install a telephone for each additional occupant or pair of occupants.
 - b. Provide a dedicated telephone for a fax machine in the field office.
 - c. Provide a separate line for the Owner's use.
 - 2. At each telephone, post a list of important telephone numbers.
- Temporary Toilets: Use of the Owner's existing toilet facilities will be permitted, so long as facilities are cleaned and maintained in a condition acceptable to the Owner. All construction personnel will be allowed access only to those specific facilities designed by the Construction Representative. At substantial completion, restore these facilities to the condition prevalent at the time of initial use.
- G. Wash Facilities: The Owner will provide wash facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
 - H. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.
 - 1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45°F to 55°F (7°C to 13°C).

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access as indicated on the drawings.
 - 1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

- B. Storage Facilities: Limited areas for storage of building materials are available onsite. Available storage areas are shown on the drawings. The Contractor shall provide his own security. Specific locations for storage and craning operations will be discussed at the Pre-Bid Meeting and the Pre-Construction Meeting.
- C. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.
- D. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80°F (27°C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Designer.
- B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”.
 - 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one (1) extinguisher on each floor at or near each usable stairwell.
 - 2. Store combustible materials in containers in fire-safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the Project complete installation of the permanent fire-protection facility including connected services and place into operation and use. Instruct key personnel on use of facilities.
- D. 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.
- E. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment

that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Designer requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.
 - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at the temporary entrances as required by the governing authority.
 - 3. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
 - a. Replace air filters and clean inside of ductwork and housing.
 - b. Replace significantly worn parts and parts subject to unusual operating conditions.
 - c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 015000

SECTION 017400 – CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. General
 - 1. Retain all stored items in an orderly arrangement allowing maximum access, not 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 the place designated for their storage.
2. Weekly, sweep all interior spaces clean. "Clean" for the purposes of this paragraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and handheld broom.
3. In preparation for installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required cleanliness.
4. Following the installation of finish floor materials, clean the finish floor daily while work is being performed in the space in which finish materials have been installed. "Clean" for the purposes of this subparagraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the Construction Representative, may be injurious to the finish of the finish floor material.

3.2 FINAL CLEANING

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

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

END OF SECTION 017400

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 028200, Mold Remediation, for removal of mold damaged materials and enclosure methods.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

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

1.4 INFORMATIONAL SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Use of stairs.
 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- B. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations.

1.5 FIELD CONDITIONS

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

1.6 COORDINATION

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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Mechanical/Electrical Services to remain Operational in Construction Area: Seal off adjacent areas of operation from demolition debris, dust, etc. (example, tape and cover HVAC exposed duct intake/exhaust openings).
- B. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- C. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off d services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

- a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
- b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
- c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.3 PROTECTION

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

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

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

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

- B. Burning: Do not burn demolished materials.

3.7 CLEANING

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

END OF SECTION 024119

SECTION 028200 -MOLD REMEDIATION

PART I - GENERAL

1.1 SCOPE OF WORK

- 1.1.1 The Contractor will supply all labor, equipment, materials, hazardous and non-hazardous waste disposal services and other items/services necessary to accomplish the project. The project is the Center for Behavior Medicine located at 1000 E 24th. Street, Kansas City, MO 64108. The project will require mold remediation of various materials as outlined in Section 1.2.
- 1.1.2 The project will be completed during normal business hours. Weekend or holiday hours may be utilized to complete work with prior approval by the owner. All work hours must be approved by the owner prior to final scheduling. Project activities are anticipated to begin as soon as possible and completed in an expeditious manner. The winning contractor must provide a project schedule upon notice of award.
- 1.1.3 Once the work has started, the contractor shall not stop any work activities to perform work at another job until all work on this project is completed in so far as possible.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

The Contractor shall inform themselves of the conditions for the project and is responsible for verifying the quantities and location of all work to be performed as outlined in this section. Failure to do so shall not relieve the Contractor of the obligation to furnish all materials and labor necessary to carry out the provisions of the Contract. The work of the Contract can be summarized as follows:

- 1.2.1 The Owner shall contract OCCU-TEC as the third-party air monitoring environmental consultant to function as Owner's on- site representative. Remediation activities will be directly supervised by OCCU-TEC and conducted under the guidance of a Council-certified Indoor Environmental Consultant.
- 1.2.2 Establish appropriate engineering controls within each work area to isolate the remediation areas from the remaining nonaffected areas of the building.
- 1.2.3 Utilized engineering controls to isolate work areas from heating ventilation and air conditioning systems.

- 1.2.4 Utilize an Air Filtration Device (AFD) with High Efficiency Particulate Air (HEPA) fitted air filtering device set up in a scrubbing mode to scrub air within the work area.
- 1.2.5 Provide workers with appropriate PPE to complete job safely and in accordance with this scope of work.
- 1.2.6 General Project Notes:
 - 1.2.6.1 Single patient rooms with individual bathrooms, double patient rooms with a shared bathroom, and laundry rooms located on the 2nd and 3rd floors, 70 bathrooms and 5 laundry rooms in total.
 - 1.2.6.1.1 All double layered drywall within the bathrooms and the shared walls in the patient rooms shall be removed from the floor to a height of four feet. Drywall removal shall extend vertically and horizontally approximately 2-foot past the last visible evidence of mold growth and/or visible moisture damage. Any additional impacted materials shall be photo documented and reported to the owner's onsite representative.
 - 1.2.6.1.2 Shower components shall be demolished including all floors, walls, and ceiling. Drywall shall be removed behind any shower components floor to ceiling including the ceiling.
 - 1.2.6.1.3 Drywall ceilings outside the bathroom and in the residence, space shall be removed under the Heating Ventilation and Air Conditioning (HVAC) condensation lines. Drywall removal shall extend vertically and horizontally approximately 2-foot past the last visible evidence of mold growth and/or visible moisture damage.
 - 1.2.6.1.4 All exposed framing shall be cleaned utilizing an EPA registered fungicide comparable to Fiberlock Shockwave or Foster First Defense.
 - 1.2.6.1.5 Walls and all remaining surfaces shall be cleaned utilizing an EPA registered fungicide comparable to Fiberlock Shockwave or Foster First Defense. Care should be taken to refrain from saturating the material while ensuring that the cleaning solution remains on the surface for the appropriate dwell time as stated dictated by the solution manufacture.
 - 1.2.6.1.6 After completion of cleaning activities, the contractor shall HEPA vacuum all floors and horizontal surfaces. In addition, the contractor shall utilize an EPA approved mold inhibiting cleaning solution and an atomizer to 'fog' the interior space of the unit. Fogging shall be

completed in a manner to ensure even distribution of the ‘fogging’ agent throughout the air space.

- 1.2.6.1.7 Upon completion of the mold remediation and prior to encapsulation the contractor shall notify the third-party Council-certified Indoor Environmental Consultant for completion of a Post-Remediation Verification (PRV) visual inspection. No visible microbial contamination will remain within the enclosure.
 - 1.2.6.1.8 Once the space has passed the PRV visual, all exposed wall cavities, framing and joists shall be encapsulated with a mold resistant encapsulant comparable to Fiberlock IAQ 6000 or Fosters 40-20. Once all surfaces are cleaned, the work area shall be ‘fogged’ with an EPA registered fungicide.
 - 1.2.6.1.9 Once all remediation activities have been completed and prior to the removal of engineering controls, the consultant shall conduct PRV sampling. The mold remediation will be considered complete when all of the work area samples meet the PRV criterion.
- 1.2.6.2 Within two 2nd Floor laundry rooms and rooms directly adjacent to the laundry rooms.
- 1.2.6.2.1 All double layered drywall along the wet wall within the laundry room and the shared walls in the patient room/common rooms shall be removed from the floor to a height of 5 feet. Drywall removal shall extend vertically and horizontally approximately 2-foot past the last visible evidence of mold growth and/or visible moisture damage. Any additional impacted materials shall be photo documented and reported to the owner’s onsite representative.
 - 1.2.6.2.2 Drywall ceilings in the laundry rooms and the patient room/common rooms directly adjacent to the laundry rooms shall be removed. Drywall removal shall extend vertically and horizontally approximately 2-foot past the last visible evidence of mold growth and/or visible moisture damage.
 - 1.2.6.2.3 All exposed framing shall be cleaned utilizing an EPA registered fungicide comparable to Fiberlock Shockwave or Foster First Defense.
 - 1.2.6.2.4 Walls and all remaining surfaces shall be cleaned utilizing an EPA registered fungicide comparable to Fiberlock Shockwave or Foster First Defense. Care should be taken to refrain from saturating the material while ensuring that the cleaning solution remains on the surface for the appropriate dwell time as stated dictated by the solution manufacture.

- 1.2.6.2.5 After completion of cleaning activities, the contractor shall HEPA vacuum all floors and horizontal surfaces. In addition, the contractor shall utilize an EPA approved mold inhibiting cleaning solution and an atomizer to ‘fog’ the interior space of the unit. Fogging shall be completed in a manner to ensure even distribution of the ‘fogging’ agent throughout the air space.
 - 1.2.6.2.6 Upon completion of the mold remediation and prior to encapsulation the contractor shall notify the third-party Council-certified Indoor Environmental Consultant for completion of a Post-Remediation Verification (PRV) visual inspection. No visible microbial contamination will remain within the enclosure.
 - 1.2.6.2.7 Once the space has passed the PRV visual, all exposed wall cavities, framing and joists shall be encapsulated with a mold resistant encapsulant comparable to Fiberlock IAQ 6000 or Fosters 40-20. Once all surfaces are cleaned, the work area shall be ‘fogged’ with an EPA registered fungicide.
 - 1.2.6.2.8 Once all remediation activities have been completed and prior to the removal of engineering controls, the consultant shall conduct PRV sampling. The mold remediation will be considered complete when all of the work area samples meet the PRV criterion.
- 1.2.6.3 Within two 3rd Floor laundry rooms and rooms directly adjacent to the laundry rooms.
- 1.2.6.3.1 All double layered drywall along the wet wall within the laundry room and the shared walls in the patient room/common rooms shall be removed from the floor to a height of five feet. Drywall removal shall extend vertically and horizontally approximately 2-foot past the last visible evidence of mold growth and/or visible moisture damage. Any additional impacted materials shall be photo documented and reported to the owner’s onsite representative.
 - 1.2.6.3.2 All exposed framing shall be cleaned utilizing an EPA registered fungicide comparable to Fiberlock Shockwave or Foster First Defense.
 - 1.2.6.3.3 Walls and all remaining surfaces shall be cleaned utilizing an EPA registered fungicide comparable to Fiberlock Shockwave or Foster First Defense. Care should be taken to refrain from saturating the material while ensuring that the cleaning solution remains on the surface for the appropriate dwell time as stated dictated by the solution manufacture.

- 1.2.6.3.4 After completion of cleaning activities, the contractor shall HEPA vacuum all floors and horizontal surfaces. In addition, the contractor shall utilize an EPA approved mold inhibiting cleaning solution and an atomizer to 'fog' the interior space of the unit. Fogging shall be completed in a manner to ensure even distribution of the 'fogging' agent throughout the air space.
- 1.2.6.3.5 Upon completion of the mold remediation and prior to encapsulation the contractor shall notify the third-party Council-certified Indoor Environmental Consultant for completion of a Post-Remediation Verification (PRV) visual inspection. No visible microbial contamination will remain within the enclosure.
- 1.2.6.3.6 Once the space has passed the PRV visual, all exposed wall cavities, framing and joists shall be encapsulated with a mold resistant encapsulant comparable to Fiberlock IAQ 6000 or Fosters 40-20. Once all surfaces are cleaned, the work area shall be 'fogged' with an EPA registered fungicide.
- 1.2.6.3.7 Once all remediation activities have been completed and prior to the removal of engineering controls, the consultant shall conduct PRV sampling. The mold remediation will be considered complete when all of the work area samples meet the PRV criterion.
- 1.2.6.4 Once all remediation activities have been completed and prior to the removal of engineering controls, the consultant shall conduct post remediation verification (PRV) sampling.
- 1.2.6.5 PRV sampling will be conducted using slit-impaction methods.
- 1.2.6.6 Post remediation verification samples will be collected after the completion and passing of the visual inspection for the work area. Two outdoor samples will be collected as control comparisons. The mold remediation will be considered complete when work area sample meets all of the applicable criterion below:
 - 1.2.6.6.1 Total Spore Concentration in work area sample is below 2,000 counts per cubic meter (c/m³) of air AND total spore concentration on work area sample is below control comparison or total spore concentrations are less than 800 c/m³,
 - 1.2.6.6.2 The level of each fungal type and hyphae recovered on the work area sample is less than 100 c/m³ above the control comparison sample.
 - 1.2.6.6.3 Aspergillus/Penicillium like spores on the work area sample are below 200 c/m³.

- 1.2.6.6.4 The work area sample recovered few or no target fungal types (Stachybotrys, Fusarium, Trichoderma, Memnoniella, and Chaetomium).
- 1.2.6.6.5 Any deviation from these criteria, due to special circumstances, shall be reviewed and approved by the Owner's on-site representative.
- 1.2.6.7 Once PRV criteria has been achieved the contractor shall remove all critical barriers installed including the polyethylene sheeting installed in the crawl space sealing the ground.
- 1.2.6.8 Once the reconstruction activities are complete, the HVAC system and all associated ducts shall be thoroughly cleaned using a NADCA certified duct cleaner.

1.3 CONTRACTOR'S DUTIES

- 1.3.1 Except as specifically noted the contractor shall, provide and pay for labor, materials, PPE, equipment, tools, machinery, and other facilities and services for proper execution and completion of work. This may include the handling and moving of client owned items.
- 1.3.2 Pay legally required consumer, payroll (including prevailing wage if applicable), privilege and other taxes.
- 1.3.3 Secure and pay for, as necessary for proper execution and completion of work and as applicable at the time of bids:
 - Permits
 - Government Fees
 - Licenses
 - Waste disposal permits and costs
- 1.3.4 Comply with codes, ordinance, rules, regulations, orders and other legal requirements of public authorities (including EPA, New York City Department of Health and Mental Hygiene's "Guidelines on Assessment and Remediation of Fungi in Indoor Environments").
- 1.3.5 If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, the contractor shall promptly notify the owner and consultant verbally and in writing, and any necessary changes shall be accomplished by appropriate modifications. It is the Contractor's responsibility to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Mold Program Manager and the consultant, the

Contractor shall assume full responsibility therefore and shall bear all cost attributable thereto.

- 1.3.6 Enforce strict discipline and good order among employees. Employ on the project only fit persons or skilled persons in assigned task.
- 1.3.7 All supervisors and workers shall be properly certified or equivalently trained to perform work. The successful bidder shall be required to submit copies of supervisor(s) and worker(s) certifications and / or licenses.
- 1.3.8 Comply with all applicable federal, state, and local laws regarding job discrimination.
- 1.3.9 The use of the best available technology, procedures, and methods for preparation, execution, cleanup, disposal, and safety are absolutely required. This compliance is the sole responsibility of the remediation contractor.
- 1.3.10 Assume responsibility for the proper and safe execution of the work.
- 1.3.11 Any damages caused by the contractor during the execution of the work will need to be repaired or replaced to the condition found prior to remediation, unless otherwise specified by the consultant. This cost will be incurred solely by the contractor.
- 1.3.12 Upon verbal award of the contract the successful bidder shall provide a list of chemicals and associated Safety Data Sheets (SDSs) used (i.e. mold inhibitors, sealants, cleaning products, etc.).
- 1.3.13 Assume responsibility to ensure that the entire crew properly decontaminated themselves each time they leave the work area to prevent the migration of mold spores and dust from the work area.

1.4 OWNER'S DUTIES

- 1.4.1 Owner is responsible for repairs necessary to ensure facility is equipped with necessary humidity controls and kept free of roof and structure failures and leaks.
- 1.4.3 Owner is responsible for any needed repairs or building modifications necessary to prevent future occurrences of moisture intrusion and microbial growth.
- 1.4.5 Owner is responsible for reinstallation of all fixtures which were removed to accommodate remediation.

1.5 STOP WORK

- 1.5.1 If the Project Representative or the Consultant issues a verbal stop work order, the Contractor will immediately and automatically stop all work. The verbal order

will be followed in writing. Do not recommence work until authorized in writing by the Consultant or the Project Representative.

END OF SECTION 028200

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Wood blocking and nailers for toilet accessories support.

1.3 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal size or greater but less than 5 inches nominal size in least dimension.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

1.5 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
 - 1. Wood-preservative-treated wood.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less; 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC3b for exterior construction not in contact with ground see the Evaluations for information about treatment chemicals.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
 - 2. For exposed items indicated to receive a stained or natural finish, chemical formulations shall not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.

2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.

2.4 FASTENERS

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.
 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M.
- B. Nails, Brads, and Staples: ASTM F1667.

2.5 MISCELLANEOUS MATERIALS

- A. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chloropyrifos as its active ingredient.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- C. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.
- D. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- E. Comply with AWWA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 1. Use inorganic boron for items that are continuously protected from liquid water.
 2. Use copper naphthenate for items not continuously protected from liquid water.

- F. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- G. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
 - 2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
 - 3. ICC-ES evaluation report for fastener.
- H. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

SECTION 067100 – FIBERGLASS REINFORCED FRP PRODUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Specification Section 224223, Commercial Showers.

1.2 SUMMARY

- A. Section Includes:
 - 1. FRP products for structural shapes in locations as shown on the drawings.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1.4 QUALITY ASSURANCE

- A. The material covered by these specifications shall be furnished by an ISO 9001 certified manufacturer of proven ability who is regularly engaged in the manufacture and fabrication of FRP systems.

PART 2 - PRODUCTS

2.1 FRP Components

- A. All FRP products shall be manufactured using a pultruded process utilizing a fire-retardant glass fiber reinforced vinyl ester resin. FRP shapes shall achieve a flame spread rating of 25 or less in accordance with ASTM E-84.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Perform cutting, drilling, and fitting required for installation.

- B.** Provide anchorage devices and fasteners where necessary for securing FRP fabrications to in-place construction.

END OF SECTION 067100

SECTION 071353 – WATERPROOFING AND CRACK PREVENTION MEMBRANE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Elastomeric liquid applied water proofing.

1.2 ACTION SUBMITTALS

- A. Product Data Test Reports: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.
- C. Manufacturers printed instructions.

1.3 INFORMATIONAL SUBMITTALS

- A. Sample warranties.

1.4 QUALITY ASSURANCE

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

1.5 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to furnish replacement waterproofing material for waterproofing that does not comply with requirements or that fails to remain watertight within specified warranty period.
 - 1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 ELASTOMERIC WATERPROOFING

- A. Liquid Applied: ASTM E96 Method E, .38 perms at 20 mils dry thickness. Fungus Resistance, A118.10 Section 4.1, no growth.

1. USG Durock Brand Liquid waterproofing and Crack Isolation Membrane.
2. RedGard Waterproofing and Crack Prevention Membrane.
3. TEC HydraFlex Waterproofing and Crack Prevention Membrane.

2.2 AUXILIARY MATERIALS

- A. Furnish auxiliary materials recommended by waterproofing manufacturer for intended use and compatible with sheet waterproofing.
 1. Furnish liquid-type auxiliary materials that comply with VOC limits of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean, prepare, and treat substrates according to manufacturer's written instructions. Provide clean, dust-free, and dry substrates for waterproofing application.
- B. Mask off adjoining surfaces not receiving waterproofing to prevent spillage and overspray affecting other construction.
- C. Pre-treat construction joints: Fill all substrate cracks, cold joints, control joints with material suitable to manufacturer.
- D. Pre-treat drains: Fill space between drain pipe and substrates with foam backer rod and sealant.

3.2 PROTECTION, REPAIR, AND CLEANING

- A. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended in writing by manufacturer of affected construction.

END OF SECTION 071353

SECTION 078413 - PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Penetrations in fire-resistance-rated walls.
 - 2. Penetrations in smoke barriers.

1.2 ACTION SUBMITTALS

- A. Product Data, Installation Instructions, and Sample: For each type of product.
- B. Product Schedule: For each penetration firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing and inspecting agency.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- B. Warranties: Sample of special warranties.

1.4 CLOSEOUT SUBMITTALS

- A. Installer Certificates: From Installer indicating that penetration firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A firm that has been approved by FM Approval according to FM Approval 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with its "Qualified Firestop Contractor Program Requirements."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics:

1. Perform penetration firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.
2. Test per testing standards referenced in "Penetration Firestopping Systems" Article. Provide rated systems complying with the following requirements:
 - a. Penetration firestopping systems shall bear classification marking of a qualified testing agency.
 - 1) UL in its "Fire Resistance Directory."
 - 2) Intertek Group in its "Directory of Listed Building Products."
 - 3) FM Approval in its "Approval Guide."

2.2 PENETRATION FIRESTOPPING SYSTEMS

- A. Penetration Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.
- B. Penetrations in Fire-Resistance-Rated Walls: Penetration firestopping systems with ratings determined per ASTM E814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
 1. F-Rating: Not less than the fire-resistance rating of constructions penetrated.
- C. Penetrations in Smoke Barriers: Penetration firestopping systems with ratings determined per UL 1479, based on testing at a positive pressure differential of 0.30-inch wg.
 1. L-Rating: Not exceeding 5.0 cfm/sq. ft. of penetration opening at and no more than 50-cfm cumulative total for any 100 sq. ft. at both ambient and elevated temperatures.
- D. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping system manufacturer and approved by qualified testing and inspecting agency for conditions indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.
- B. General: Install penetration firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications.

- C. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings.
 - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not forming permanent components of firestopping.
- D. Install fill materials by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories and penetrating items to achieve required fire-resistance ratings.
 - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - 3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.2 FIELD QUALITY CONTROL

- A. Owner will engage a qualified testing agency to perform tests and inspections according to ASTM E2174.
- B. Where deficiencies are found or penetration firestopping system is damaged or removed because of testing, repair or replace penetration firestopping system to comply with requirements.
- C. Proceed with enclosing penetration firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

END OF SECTION 078413

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Security Sealant
 - 2. Mildew-Resistant Joint Sealants.

1.3 ACTION SUBMITTALS

- A. Product Data: For joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- B. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- D. Warranties: Sample of special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

1.6 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - 1. Architectural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Stain-Test-Response Characteristics: Where sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- D. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 URETHANE SECURITY SEALANTS

- A. Multicomponent, Non-sag, Urethane Joint Sealant: ASTM C 920, Type M, Grade NS, Class 12.5, for Use TI, M, O.
 - 1. Products: Subject to compliance with requirements, provide the following:
 - a. Pecora Corporation; DynaFlex (basis of design).
 - b. Sika Sealants

- c. BASF

2.3 MILDEW RESISTANT INTERIOR JOINT SEALANTS

- A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.
- B. STPE, Mildew Resistant, S, NS, 50, NT: Mildew-resistant, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, silyl-terminated polyether joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.
- C. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

2.4 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
 - 3. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

3.4 CLEANING

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

3.5 PROTECTION

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

END OF SECTION 079200

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Non-load-bearing steel framing systems for interior partitions.

1.2 ACTION SUBMITTALS

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

1.3 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of code-compliance certification for studs and tracks.

PART 2 - PRODUCTS

2.1 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C754 for conditions indicated.
 - 1. Steel Sheet Components: Comply with ASTM C645 requirements for steel unless otherwise indicated.
 - 2. Protective Coating: hot-dip galvanized unless otherwise indicated.
- B. Studs and Tracks: ASTM C645.
 - 1. Minimum Base-Steel Thickness: As indicated on Drawings
 - 2. Depth: As indicated on Drawings.

2.2 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
 - 1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C754.
 - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.
- B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
- C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

3.2 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
- B. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

END OF SECTION 092216

SECTION 092800 – CEMENT BOARD

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cement Board and accessories

1.2 ACTION SUBMITTALS

- A. Product Data, Sample and test reports: For each type of product.

PART 2 - PRODUCTS

2.1 CEMENT BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR CEMENT BOARD

- A. Cement Backer Board: Cementitious, water durable, board: surfaced with fiberglass reinforcing mesh on front and back; long edges wrapped; and complying with ANSI A118.9 and ASTM C 1325.
 - 1. Thickness: 1/4 inch.
 - 2. Long Edges: Tapered..
 - 3. Compressive Strength: Not less than 2250 lbs. per sq. in. when tested in accordance with ASTM D 2394.
 - 4. Water Absorption: Not greater than 8 percent when tested for 24 hours in accordance with ASTM C 473.
- B. Fasteners:
 - 1. Nails hot dipped galvanized, and in accordance with FS FF-N-105B. Type2, Style 20.
 - 2. Screws: Hi-Lo thread screws (No. 8) wafer head, corrosion-resistant, 1-1/4 complying with ASTM C 1002.
 - 3. Screws: Drill point screws (No. 8) wafer head, corrosion-resistant, complying with ASTM C 1002.
- C. Bonding Materials
 - 1. Mortar: Dry-set Portland cement mortar in accordance with ANSI A118.1
 - 2. Mortar: Latex-portland cement mortar in accordance with ANSI A118.1.
 - 3. Adhesive: Organic adhesive in accordance with ANSI A136.1, Type 1.

- D. Joint Treatment:
 - 1. Tape: Alkali-resistant fiberglass mesh tape intended for use with cement board.

PART 3 - EXECUTION

3.1 APPLYING PANELS

- A. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- B. Comply with ASTM

END OF SECTION 092800

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Interior water-resistant gypsum board for interior wall and ceiling use in toilet and bedrooms areas as shown on plans.
 2. Abuse and water-resistant fiber reinforced gypsum board for interior wall and ceiling use for shower enclosures and adjacent walls as shown on the plans.

1.2 ACTION SUBMITTALS

- A. Product Data, Sample, and Test Reports: For each type of product.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR WATER RESISTANT GYPSUM BOARD

- A. Gypsum Board: W. R. Water Resistant, Type X: ASTM C1396/C1396M.
1. Thickness: 5/8 inch.
 2. Long Edges: Tapered.
 3. Surface Burning Characteristics: Meets ASTM E84: Flame spread 15, smoke developed 0, Class A Flame spread.
 4. UL Design: Type SCX.
 5. Average Water Absorption: No greater than 5% by weight after two-hour immersion.
 6. Mold Resistance: ASTM D3273, score of 10 as rated
- B. Gypsum Board: W. R. Water Resistant ASTM C1396/C1396M. With moisture- and mold-resistant core and paper surfaces.
1. Core: 5/8 inch.
 2. Long Edges: Tapered.
 3. Average Water Absorption: No greater than 5% by weight after two-hour immersion
 4. Mold Resistance: ASTM D3273, score of 10 as rated

- C. Gypsum Ceiling Board: W. R. Water Resistant ASTM C1396/C1396M.
 - 1. Thickness: 5/8 inch.
 - 2. Long Edges: Tapered.
 - 3. Average Water Absorption: No greater than 5% by weight after two-hour immersion.
 - 4. Mold Resistance: ASTM D3273, score of 10 as tested.

2.3 ABUSE/WATER RESISTANT PANEL.

- A. Fiber Reinforced Interior Gypsum Board ASTM C1278: Standard Classification for Fiber Reinforced Interior Gypsum Panel Products
 - 1. Basis of Design: USG Corporation Fiberock Aqua-Tough AR Abuse Resistant Panels, Regular and Type X panels.
 - 2. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.
 - 3. UL Type Designation FRX-G
 - 4. ASTM E84 Surfacing-Burning Characteristics: Flame Spread 0; Smoke Developed 0.
 - 5. Thickness: 1/2" and 5/8" as noted on plans.

2.4 TRIM ACCESSORIES

- A. Interior Trim: ASTM C1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet
 - 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.
 - g. Curved-Edge Cornerbead: With notched or flexible flanges.

2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.

- a. Use setting-type compound for installing paper-faced metal trim accessories.
 - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
 - 4. Finish Coat: For third coat, use setting-type, sandable topping compound.
 - 5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound
- D. Joint Compound for Abuse/Water Resistant Fiberglass Panels:
- 1. As recommended by panel manufacturer for intended use.

2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
 - 1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
 - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

PART 3 - EXECUTION

3.1 APPLYING AND FINISHING PANELS

- A. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- B. Comply with ASTM C840.
- C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- D. For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- E. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- F. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

G. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:

1. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.

a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

3.2 PROTECTION

A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION 092900

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Vinyl base.
 - 2. Vinyl molding accessories.

1.2 ACTION SUBMITTALS

- A. Product Data and Test Reports: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.
- C. Maintenance and Cleaning Data: For each type of product.

PART 2 - PRODUCTS

2.1 VINYL BASE

- A. Product Standard: ASTM F1861, Type TV (vinyl, thermoplastic).
 - 1. Group: I solid, homogeneous.
 - 2. Style and Location:
 - a. Style A, Straight: Provide in areas with carpet
 - b. Style B, Cove: Provide in areas with resilient floor coverings
- B. Minimum Thickness: 0.125 inch.
- C. Height: As indicated on Drawings.
- D. Lengths: Coils in manufacturer's standard length.
- E. Outside Corners: Job formed or preformed.
- F. Inside Corners: Job formed or preformed.
- G. Colors and Patterns: Match existing.

2.2 INSTALLATION MATERIALS

- A. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until materials are the same temperature as space where they are to be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.2 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.
- H. Job-Formed Corners:
 - 1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches in length.
 - a. Form without producing discoloration (whitening) at bends.

2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches in length. Miter or cope corners to minimize open joints.

3.3 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513

SECTION 096710 - RESINOUS FLOORING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes resinous flooring systems with epoxy body coat(s).
 - 1. Application Method: Self-leveling slurry with broadcast aggregates.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each exposed finish.
- C. Material test reports.
- D. Maintenance data.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who employs only persons trained and approved by resinous flooring manufacturer for applying resinous flooring systems indicated.
- B. Source Limitations: Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, through one source from a single manufacturer. Provide secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from source recommended by manufacturer of primary materials.
- C. Mockups: Apply mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Apply full-thickness mockups on 48-inch- square floor area selected by Owner.
 - a. Include 48-inch length of integral cove base.
 - 2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.4 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.

- B. Close spaces to traffic during resinous flooring application and for not less than 24 hours after application, unless manufacturer recommends a longer period.

PART 2 - PRODUCTS

2.1 RESINOUS FLOORING

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- B. Products: Subject to compliance with requirements, provide one of the following:
 - 1. Crossfield Products Corp., Dex-O-Tex.
 - 2. Dur-A-Flex Inc.;
 - 3. General Polymers Corporation, a division of the Sherwin-Williams Company.
 - 4. Key Resin Company.
 - 5. Polymerica Incorporated.
 - 6. Protective Floorings & Linings, Inc.;
 - 7. Rust-Oleum Concrete Protection Systems, Inc.;
 - 8. Stonhard, Inc.; .
 - 9. Tamms Industries, Inc.; .
 - 10. Valspar, Federal Flooring Division; .
- C. System Characteristics:
 - 1. Color and Pattern: As selected by Owner from manufacturer's full range.
 - 2. Wearing Surface: Textured for slip resistance.
 - 3. Integral Cove Base: Match existing height.
 - 4. Overall System Thickness: 1/4 inch.
- D. System Components: Manufacturer's standard components that are compatible with each other and as follows:
 - 1. Body Coat(s):
 - a. Resin: Epoxy.
 - b. Formulation Description: 100 percent solids.
 - c. Application Method: Self-leveling slurry with broadcast aggregates.
 - 1) Thickness of Coats: 1/8 inch.
 - 2) Number of Coats: Two.
 - d. Aggregates: Manufacturer's standard quartz colored granules.
 - 2. Primer: Type recommended by manufacturer for substrate and body coat(s) indicated.
 - a. Formulation Description: 100 percent solids

3. Waterproofing Membrane: Type recommended by manufacturer for substrate and primer and body coat(s) indicated.
 - a. Formulation Description: 100 percent solids.
4. Reinforcing Membrane: Flexible resin formulation that is recommended by manufacturer for substrate and primer and body coat(s) indicated and that prevents substrate cracks from reflecting through resinous flooring.
 - a. Formulation Description: 100 percent solids.
 - b. Provide fiberglass scrim embedded in reinforcing membrane.
5. Topcoat: Chemical-resistant.
 - a. Resin: Epoxy.
 - b. Formulation Description: 100 percent solids.
 - c. Type: Clear.
 - d. Finish: Matte.
 - e. Number of Coats: Two.

2.2 ACCESSORY MATERIALS

- A. Patching and Fill Material: Resinous product of or approved by resinous flooring manufacturer and recommended by manufacturer for application indicated.
- B. Joint Sealant: Type recommended or produced by resinous flooring manufacturer for type of service and joint condition indicated.
 1. Use sealants that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA method 24).

PART 3 - EXECUTION

3.1 PREPARATION

- A. General: Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean, dry, and neutral Ph substrate for resinous flooring application.
- B. Concrete Substrates (Carver, Twain and Lincoln Wings): Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
 1. Roughen concrete substrates as follows:
 - a. Shot-blast surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup.

- b. Comply with ASTM C 811 requirements, unless manufacturer's written instructions are more stringent.
- 2. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written recommendations.
- 3. Verify that concrete substrates are dry.
 - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with application only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
 - b. Perform plastic sheet test, ASTM D 4263. Proceed with application only after testing indicates absence of moisture in substrates.
 - c. Perform additional moisture tests recommended by manufacturer. Proceed with application only after substrates pass testing.
- 4. Verify that concrete substrates have neutral Ph and that resinous flooring will adhere to them. Perform tests recommended by manufacturer. Proceed with application only after substrates pass testing.
- C. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.
- D. Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
- E. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written recommendations.

3.2 APPLICATION

- A. General: Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
 - 1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
 - 2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
 - 3. At substrate expansion and isolation joints, provide joint in resinous flooring to comply with resinous flooring manufacturer's written recommendations.
 - a. Apply joint sealant to comply with manufacturer's written recommendations.
- B. Apply primer over prepared substrate at manufacturer's recommended spreading rate.
- C. Apply waterproofing membrane, where indicated, in manufacturer's recommended thickness.
 - 1. Apply waterproofing membrane to integral cove base substrates.

- D. Apply reinforcing membrane to substrate cracks.
- E. Integral Cove Base: Apply cove base mix to wall surfaces before applying flooring. Apply according to manufacturer's written instructions and details including those for taping, mixing, priming, troweling, sanding, and top-coating of cove base. Round internal and external corners.
- F. Apply self-leveling slurry body coat(s) in thickness indicated for flooring system.
 - 1. Broadcast aggregates and, after resin is cured, remove excess aggregates to provide surface texture indicated.
- G. Apply troweled or screeded body coat(s) in thickness indicated for flooring system. Hand or power trowel and grout to fill voids. When cured, sand to remove trowel marks and roughness.
- H. Apply grout coat, of type recommended by resinous flooring manufacturer to fill voids in surface of final body coat and to produce wearing surface indicated.
- I. Apply topcoat(s) in number of coats indicated for flooring system and at spreading rates recommended in writing by manufacturer.

END OF SECTION 096710

SECTION 097510 - SOLID SURFACE WALL CLADDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Specification Section 224223, Commercial Showers, Solid Surface Shower Bases.

1.2 SUMMARY

- A. Section Includes:
 - 1. Shower and toilet room walls and solid surface accessories.

1.3 DEFINITIONS

- A. Solid surface is defined as nonporous, homogeneous material maintaining the same composition throughout the part with a composition of acrylic polymer, aluminum trihydrate filler and pigment.

1.4 ACTION SUBMITTALS

- A. Samples and Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
- B. Maintenance Data: For each type of product used.

1.5 QUALITY ASSURANCE

- A. Provide with class A (Class I) surface burning characteristics as determined by testing products by UL 723 (ASTM E84). Flame Spread Index: 25 or less. Smoke developed Index: 450 or less.

PART 2 - PRODUCTS

2.1 SOLID POLYMER COMPONENTS

- A. Sheets: Cast, nonporous, filled polymer, not coated, laminated or of composite construction with through body colors meeting ANSI Z124.3 or ANSI Z124.6, having a minimal physical and performance properties specified.
 - 1. Superficial damage to a depth of 0.010 inch shall be repairable by sanding and/or polishing.
 - 2. Thickness, as indicated on plans
 - 3. Edge treatment, as indicated on plans.
 - 4. Tensile Strength: 6,000psi.

- B. Soap Dish: Same material as sheets, approximately 5" x 5" quarter round corner surface mounted dish.

2.2 ACCESSORIES

- A. Adhesive: 100% Silicone sealant with minimum 50% movement capability.

2.3 FINISHES

- A. General: Finishes/colors to be selected by Owner from manufacturer's standard palet.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Install components plumb, level and rigid, scribed to adjacent finishes, in accordance with approved shop drawings and product data.
- B. Provide product in the largest pieces available. Form field joints using manufacturer's recommended adhesive, with joints inconspicuous in finished work. Exposed joints/sealants shall not be allowed.
- C. Reinforce field joints with solid surface strips extending a minimum of 1 inch on either side of the seam with the strip being the same thickness as the top.
- D. Cut and finish component edges with clean, sharp returns.
- E. Carefully dress joints smooth, remove surface scratches and clean entire surface.

3.2 REPAIR

- A. Repair or replace damaged work, which cannot be repaired to Owner's satisfaction.

3.3 CLEANING AND PROTECTION

- A. Keep components clean during installation. Remove adhesives, sealants and other stains.

END OF SECTION 097510

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates that may have been damaged during roof replacement procedures.
 - 1. Gypsum board/Plaster.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
 - 2. Indicate VOC content.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Apply coats on Samples in steps to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: Not less than 2 gal. of each material and color applied.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Owner will select one surface to represent surfaces and conditions for application of each paint system.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
 - b. Other Items: Owner will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide product listed in the Interior Painting Schedule for the paint category indicated.

2.2 PAINT, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
 - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: As selected by Owner from manufacturer's full range.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
 - 1. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Upon written request from the Owner, the Contractor shall engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness. These testing services shall be at no additional cost to the Owner.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

- A. Gypsum Board Substrates:
 - 1. Institutional Low-Odor/VOC Latex System MPI INT 9.2M:
 - a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat: Latex, interior, institutional low odor/VOC, match existing gloss level.

END OF SECTION 099123

SECTION 102800 - TOILET, BATH AND LAUNDRY ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Bathroom accessories.
 - 2. Shower room accessories.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: Full size, for each exposed product and for each finish specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

PART 2 - PRODUCTS

2.1 BATHROOM /SHOWER ACCESSORIES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Kingsway Group
 - 2. Whitehall Manufacturing Best Care
 - 3. Behavioral Safety Products.
 - 4. Willoughby Industries, Inc.

- B. Grab Bar – Ligature Resistant:

1. Basis of Design: Willoughby Industries, Inc., AntiSuicide Grab Bar modified with end Products offered by manufacturers vary. Verify products offered by manufacturers, and revise product characteristics accordingly.
- C. Shower Seat – Ligature Resistant:
1. Owner Provided and installed.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
- B. Grab Bars: Install to withstand a downward load of at least 250 lbf when tested according to ASTM F 446.

END OF SECTION 102800

SECTION 200100-BASIC FIRE SUPPRESSION/PLUMBING/HVAC AND ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Specifications throughout all Divisions of the Project Manual are directly applicable to this Section and this Section is directly applicable to them.

1.02 GENERAL SUMMARY

- A. Refer to Division 01 specification sections for overall project summary.
- B. General: The MEPF demolition and new construction work under this project shall be performed sequentially in various areas in coordination with the facility manager.
- C. Construction Sequence: Contractor shall schedule all work relating to Mechanical, Electrical, Plumbing, and Fire Protection (MEPF) systems upgrade described herein and within MEPF drawings and specifications in coordination with the scheduling of general construction work described in architectural summary of work and on the architectural drawings.
- D. Construction Sequence: Contractor shall schedule all work relating to Mechanical, Electrical, Plumbing, and Fire Protection (MEPF) systems upgrade described herein and within MEPF drawings and specifications in coordination with the scheduling of general construction work described in architectural summary of work and on the architectural drawings.

1.03 SUMMARY OF MECHANICAL WORK

- A. Mechanical work includes but is not limited to any incidental work necessary to safely complete the architectural and mold remediation work as noted in the plans and specifications. This work includes the removal of gypsum board ceilings, walls and shower enclosures to allow the replacement of gypsum board and other finishes damaged by water penetration. It will be necessary to remove gypsum board around miscellaneous mechanical devices such as diffusers and exhausts. Any devices that require removal to complete the work shall be reinstalled and maintained in a working condition.

1.04 SUMMARY OF PLUMBING WORK

- A. Plumbing work includes but is not limited to any incidental work necessary to safely complete the architectural and mold remediation work as noted in the plans and specifications. Plumbing work includes the removal and replacement of fixtures for the patient shower enclosures with new ligature resistant shower heads,

push button valves and drain strainers as specified and section 224223, and as shown on the drawings. This work includes the modification of supply piping as needed to accommodate the new wall thickness and new plumbing fixtures and device locations as shown on the plans. Work includes removal and reinstallation of existing toilet, lavatories and vanity sinks as shown on the drawings.

1.05 SUMMARY OF ELECTRICAL WORK

- A. Electrical work includes but is not limited to any incidental work necessary to safely complete the architectural and mold remediation work as noted in the plans and specifications. This work includes the removal of gypsum board ceilings, walls and shower enclosures to allow the replacement gypsum board and other finishes damaged by water penetration. It will be necessary to remove and replace gypsum board around miscellaneous electrical devices such as convenience outlets, light fixtures and other electrical devices. Any devices that require temporary removal to complete the work shall be reinstalled and maintained in a working condition. Verify all circuiting with the facility staff prior to any shut-down.

1.07 SUMMARY OF FIRE SUPPRESSION WORK

- A. All fire suppression work within this project shall be in full accordance with the requirements of the owner, Factory Mutual (FM), Underwriters Laboratory (UL), NFPA, the State of Missouri regulations for Hospitals and Psychiatric Hospitals, as well as local codes and ordinances.
- B. The fire protection work includes but is not limited to any incidental work as required to allow the safe completion of the work as shown on the drawings and as specified. The work includes the removal and replacement of gypsum board ceiling and walls in which existing sprinkler heads may be mounted. The fire protection system shall remain in use throughout the contract period. Any proposed shut-off must be approved by the Owner in writing.

1.08 REFERENCE STANDARDS

- A. The latest published edition of a reference shall be applicable to this Project unless identified by a specific edition date.
- B. All reference amendments adopted prior to the effective date of this Contract shall be applicable to this Project.
- C. All materials, installation and workmanship shall comply with the applicable requirements and standards addressed within the Contract Documents.

1.09 DEFINITIONS

- A. These definitions are included to clarify the direction and intention of these Specifications. For further clarification, contact the Architect/Engineer.
 - 1. Concealed / Exposed: "Concealed" areas are those areas that cannot be seen by the building occupants. "Exposed" areas are all areas, which are exposed to view by

the building occupants, including under counters, inside cabinets and closets, plus all mechanical rooms. "Exterior" areas are those that are outside the building exterior envelope and exposed to the outdoors.

2. Furnish: The term "furnish" is used to mean "supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
3. Install: The term "install" is used to describe operations at Project Site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
4. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use.

1.10 QUALITY ASSURANCE

- A. Fire Suppression, Plumbing and HVAC systems shall be coordinated with other systems and trades to include but not be limited to: Electrical systems, fire alarm, and security systems, transport systems, telephone and data systems.
- B. Verification of Dimensions: The Contractor shall be responsible for the coordination and proper relation of Contractor's Work to the building structure and to the Work of all trades. The Contractor shall visit the premises and become thoroughly familiar with all details of the Work and working conditions, to verify all dimensions in the field, and to advise the Architect/Engineer of any discrepancy before performing any Work. Adjustments to the Work required in order to facilitate a coordinated installation shall be made at no additional cost to the Owner or the Architect/Engineer.
- C. All dimensional information related to new structures shall be taken from the appropriate Drawings. All dimensional information related to existing facilities shall be taken from actual measurements made by the Contractor on the Site.
- D. The drawings are subject to the requirements of Reference Standards, structural and architectural conditions. The Contractor shall carefully investigate structural and finish conditions and shall coordinate the separate trades in order to avoid interference between the various phases of Work. Work shall be organized and laid out so that it will be concealed in furred chases and suspended ceilings, etc., in finished portions of the building, unless specifically noted to be exposed. All exposed Work shall be installed parallel or perpendicular to the lines of the building unless otherwise noted.
- E. When the Drawings do not give exact details as to the elevation of pipe and ducts, the Contractor shall physically arrange the systems to fit in the space available at the elevations intended with proper grades for the functioning of the system involved. Piping and duct systems are generally intended to be installed true and square to the building construction, and located as high as possible against the structure in a neat and workmanlike manner. The Drawings do not show all required offsets, control lines, pilot lines and other location details. Work shall be concealed in all finished areas.
- F. Where core drilling of floor or wall penetrations is required, work shall be performed in accordance with Division 03 Specifications. Where applicable Division 03 Specifications are not included in the Project, core drilling shall be in accordance with generally accepted standards, and be performed by licensed personnel where applicable.
- G. Certify in writing that neither the Contractor nor any of Contractor's subcontractors

or suppliers will supply any materials that contain any asbestos in any form for this Project.

1.11 DELIVERY, STORAGE AND HANDLING

- A. All equipment, ductwork, and materials shall be delivered to the Project Site clean and sealed for protection.
- B. Take particular care not to damage the existing construction in performing Work. All finished floors, step treads and finished surfaces shall be covered to prevent any damage by workers or their tools and equipment during the construction of the Project.
- C. Equipment and materials shall be protected from rust and dust/debris both before and after installation. Any equipment or materials found in a rusty condition at the time of final inspection must be cleaned of rust and repainted as specified elsewhere in these Specifications.
- D. All material affected by weather shall be covered and protected to keep the material free from damage while material is being transported to the Site and while stored at the Project Site.
- E. During the execution of the Work, open ends of all piping and conduit, and all openings in equipment shall be closed when Work is not in progress, and shall be capped and sealed prior to completion of final connections, so as to prevent the entrance of foreign matter.
- F. All equipment shall be protected during the execution of the Work. All ductwork and equipment shall be sealed with heavy plastic and tape to prevent build-up of dust and debris.
- G. All ductwork and air handling equipment shall be wiped down with a damp cloth immediately before installation to ensure complete removal of accumulated dusts and foreign matter.
- H. All plumbing fixtures shall be protected and covered to prohibit usage. All drains shall be covered until placed in service to prevent the entrance of foreign matter.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All materials shall meet or exceed all applicable referenced standards, federal, state and local requirements, and conform to codes and ordinances of authorities having jurisdiction.
- B. All equipment installed shall have local representation, local factory authorized service, and a local stock of repair parts.
- C. Responsibility for furnishing proper equipment and/or material and ensuring that equipment and/or material is installed as intended by the manufacturer, rests entirely upon the Contractor. Contractor shall request advice and supervisory assistance from the representative of specific manufacturers during the installation.

- D. All materials, unless otherwise specified, shall be new, free from all defects, suitable for the intended use and of the best quality of their respective kinds. Materials and equipment shall be installed in accordance with the manufacturer's recommendations and the best standard practice for the type of Work involved. All Work shall be executed by mechanics skilled in their respective trades, and the installations shall provide a neat, precise appearance. Materials and/or equipment damaged in shipment or otherwise damaged prior to installation shall not be repaired at the job Site but shall be replaced with new materials and/or equipment.
- E. Materials and equipment manufactured domestically are preferred when possible. Materials and equipment that are not available from a domestic manufacturer may be by a non- domestic manufacturer provided they fully comply with Contract Documents.
- F. Prevention of Rust: Standard factory finish will be acceptable on equipment specified by model number; otherwise, surfaces of ferrous metal shall be given a rust inhibiting coating.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Cooperate with trades of adjacent, related or affected materials or operations, and with trades performing continuations of this Work in order to effect timely and accurate placing of Work and to coordinate, in proper and correct sequence, the Work of such trades.

3.02 INSTALLATION

- A. Installation shall meet or exceed all applicable federal, state and local requirements, referenced standards and conform to codes and ordinances of authorities having jurisdiction.
- B. All installation shall be in accordance with manufacturer's published recommendations.
- C. Prior to the installation of any ceiling material, gypsum, plaster or acoustical board, the Contractor shall notify Owner's Project Manager so that arrangement can be made for an inspection of the above-ceiling area about to be "sealed" off. The Contractor shall provide written notification to the Owner at least five (5) calendar days prior to the inspection.

3.03 TESTING

- A. When any piece of mechanical equipment is operable and it is to the advantage of the Contractor to operate the equipment, Contractor may do so, provided that Contractor properly supervises the operation, and has the Owner's written permission to do so. The warranty period shall, however, not commence until such time as the equipment is operated for the beneficial use of the Owner, or date of Substantial Completion, whichever occurs first.

- B. Regardless of whether or not the equipment has or has not been operated, the Contractor shall properly clean the equipment, install clean filter media, properly adjust, and complete all deficiency list items before final acceptance by the Owner. The date of acceptance and performance certification will be the same date.
- C. The Contractor shall execute, at no additional cost to the Owner, any tests required by the Owner or the National Fire Protection Association, ASTM, etc. Standards listed. The Contractor shall provide all equipment, materials and labor for making such tests.
- D. Notify the Owner's Project Manager and the Architect/Engineer in writing at least seven (7) calendar days prior to each test and prior to other Specification requirements requiring Owner and Architect/Engineer to observe and/or approve tests.
- G. All tests shall have pertinent data logged by the Contractor at the time of testing. Data shall include date, time, personnel performing, observing and inspecting, description of the test and extent of system tested, test conditions, test results, specified results and other pertinent data. Data shall be delivered to the Architect/Engineer as specified under "Requirements for Final Acceptance." The Contractor or Contractor's authorized job superintendent shall legibly sign all Test Log entries.

3.04 TRAINING

- A. Operating and Maintenance Manuals and instruction shall be provided as specified under Division 01 Section entitled "Project Closeout Procedures."
- B. Specific training and operating instructions for individual equipment components shall be as specified in the individual Specification Sections.

END OF SECTION 200100

SECTION 224223 - COMMERCIAL SHOWERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Shower faucet heads.
 - 2. Shower pushbuttons
 - 3. Shower grid drains
 - 4. Solid Surface Shower Bases.

1.2 RELATED DOCUMENTS

- A. Section 097510, Solid Surface Wall Cladding.

1.3 ACTION SUBMITTALS

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

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data: For each type of product.

PART 2 - PRODUCTS

2.1 INDIVIDUAL SHOWERS

- A. Manufacturers: Subject to compliance with basis of design requirements, provide products by one of the following manufacturers.
 - 1. Acorn
 - 2. Whitehall.
 - 3. Delta.
 - 4. Oatey
- B. Shower Faucet Head SH:
 - 1. Replacement shower faucet head.

2. Shower head basis of design: Acorn Conical Shower Head – model no. CSH or approved equal.
- C. Shower Faucet Heads SH1:
1. Two - Replacement shower faucet heads, upper and lower required.
 2. Upper Shower head basis of design, upper head: Acorn Conical Shower Head – model no. CSH.
 3. Hand held Lower Shower head basis of design: Whitehall Manufacturing Model WHCHS.
- D. Shower Push Button Valve SV:
1. Replacement shower push button valve.
 2. Shower push button valve basis of design: Acorn Hemispherical Pushbutton, PBH.
- E. Shower Push Button Valve SV1:
1. Two replacement shower push button valves, mount high low for accessible use. Mount within shower enclosure.
 2. Shower push button valve basis of design: Acorn Hemispherical Pushbutton, PBH.
- F. Shower Drain Strainer SD:
1. Shower drain strainer basis of design: Oddball Industries – SP-11-GDK, Grid drain kit.
 2. Whitehall Ligature Resistant Floor Drain Grate – WHDG.
 3. Tower Industries/Oatey SDC-AL-1-S, Shower Drain.
- G. Shower Base SB:
1. Solid Polymer Fabrication: Homogeneous thermoset polymer compounded blended with pigments and/or mineral fillers and filled with alumina trihydrate. Fabricate as on-piece, seamless, modular unit with no joints in the shower floors, curbs, or thresholds. Drain locations will need to align with existing rough in locations.
 2. Floor Texture: Pebble, non-skid.
 3. Basis of design:
 - a. Tower Industries Basic Series Solid Surface Base and independent raised threshold.
 4. Performance Characteristics.
 - a. Custom Shower Receptor Load Test: 78,375 lbs.
 - b. Tensile Strength (ASTM D638): 5780 psi.
 - c. Hardness (ASTM D2583): 60-62.
 - d. Stain Resistance (CSA B45.511/APMO Z-124): Pass (21)
 - e. Bacteria Resistance (ASTM G22):2
 - f. Flammability (ASTM E84): Class 1.

- g. Percent Cured, Differential Scanning Calorimetry: 100 percent.

H. Shower Base SB1:

1. Solid Polymer Fabrication: Homogeneous thermoset polymer compounded blended with pigments and/or mineral fillers and filled with alumina trihydrate. Fabricate as on-piece, seamless, modular unit with no joints in the shower floors, curbs, or thresholds. Drain locations will need to align with existing rough in locations.
2. Floor Texture: Pebble, non-skid.
3. Basis of design:
 - a. Tower Industries Elite Series Solid Surface Base with integral accessible threshold.
4. Performance Characteristics.
 - a. Custom Shower Receptor Load Test: 78,375 lbs.
 - b. Tensile Strength (ASTM) D638): 5780 psi.
 - c. Hardness (ASTM D2583): 60-62.
 - d. Stain Resistance (CSA B45.511/APMO Z-124): Pass (21)
 - e. Bacteria Resistance (ASTM G22):2
 - f. Flammability (ASTM) E84): Class 1.
 - g. Percent Cured, Differential Scanning Calorimetry: 100 percent.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Assemble shower components according to manufacturers' written instructions.
- B. Install showers level and plumb according to roughing-in drawings.
- C. Install water-supply piping with shut-off valve (stop) on each supply to each shower faucet.
 1. Exception: Use ball or gate valves if supply stops are not specified with shower.
 2. Install stops in locations where they can be easily reached for operation.
- D. Install shower flow-control fittings with specified maximum flow rates in shower arms.
- E. Install wall flanges or escutcheons at piping wall penetrations in exposed, finished locations. Use deep-pattern escutcheons if required to conceal protruding fittings. Retain paragraph below if sealants are not specified in Section 079200 "Joint Sealants."
- F. Seal joints between showers and floors and walls using sanitary-type, one-part, mildew-resistant silicone sealant. Match sealant color to fixture color. Comply with sealant requirements specified in Section 079200 "Joint Sealants."

3.2 CONNECTIONS

- A. Connect fixtures with water supplies, stops, and risers, and with traps, soil, waste, and vent piping. Use size fittings required to match fixtures.

3.3 ADJUSTING

- A. Operate and adjust showers and controls. Replace damaged and malfunctioning showers, fittings, and controls.
- B. Adjust water pressure at faucets to produce proper flow.

3.4 CLEANING AND PROTECTION

- A. After completing installation of showers, inspect and repair damaged finishes.
- B. Clean showers, faucets, and other fittings with manufacturers' recommended cleaning methods and materials.
- C. Provide protective covering for installed fixtures and fittings.
- D. Do not allow use of showers for temporary facilities unless approved in writing by Owner.

END OF SECTION 224223



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APPENDIX A-A

April 13, 2021

Mr. Don Gardner
VP of Architecture and Facilities
3131 Broadway
Kansas City, Missouri 64111
816-285-5538
dongardner@bibb-eac.com

Re: *Mold Assessment – Bathroom Renovation*
Center for Behavioral Medicine
1000 E. 24th Street, Kansas City, MO 64108
OCCU-TEC Project Number: 921041
State of Missouri Project Number: M2111-01 CBM

Mr. Gardner,

OCCU-TEC is pleased to present the following report regarding mold assessment activities completed at the Center for Behavioral Medicine located at 1000 East 24th Street in Kansas City, Missouri. This project was completed in association with planned renovation activities being completed on 38 patient bathrooms located on floors 2 and 3. The following report outlines the methodology and results of the assessment.

METHODOLOGY

On March 11th, March 19th and April 4th OCCU-TEC completed a mold assessment of the site located at the above location. OCCU-TEC systematically toured portion of the property associated with the planned bathroom renovation project. OCCU-TEC looked for signs of evident moisture damage and possible mold. Investigation activities included using a thermal imaging camera, moisture meter, borescope and visual observation to determine if mold was present in each restroom to be renovated.

In addition to visual observations, OCCU-TEC collected two (2) tape lifts from suspected mold growth observed. The samples were collected by lightly applying a piece of clear tape to the surface material, then applying the tape to a labeled microscopic slide. The slide was delivered to SanAir Technologies laboratory (SanAir) for analysis by direct microscopic examination. SanAir is accredited by the American Industrial Hygiene Association for the analysis of microbiological samples. SanAir's AIHA Lab Id Number is 162952.

RESULTS AND DISCUSSION

During the assessment OCCU-TEC noted the following conditions:

- Due to historic flooding emanating from the shower area, OCCU-TEC observed moisture damage and mold growth behind cove base and within wall cavities in the restroom areas. Maintenance personnel at the site also indicated the presence of visible mold growth during drywall replacement in some areas following flood events that extended approximately 18-inches above the floor level.
- Areas where HVAC units were situated outside of the bathroom within an overhead access hatch OCCU-TEC observed evidence of moisture damaged on the drywall ceiling below the unit and on the hatch door leading to the unit. The damage appeared to be originated at visible corroded condensate line connections for the HVAC units.
- During the site visit, maintenance staff had indicated that laundry rooms located on the 2nd and 3rd floors had historically sustained flood damage. OCCU-TEC inspected the laundry rooms on the 2nd and 3rd floors and observed visible mold on drywall within wall cavities emanating from the 3rd floor laundry room and impacting the corresponding ceiling and wall cavities on the 2nd floor laundry room and adjoining rooms.

OCCU-TEC has included photographic documentation of observations made in Attachment A of this document.

OCCU-TEC collected two tape lifts of suspect mold observed during the assessment. Samples were collected from behind the cove base in laundry room in 2C and from the Room 45 bathroom ceiling. The sample collected from behind the cove base in the laundry room contained lite concentrations of *Aspergillus/Penicillium*, *Cerebella/Monodictys* and *Stachybotrys species*. The sample collected from the 2C Room 45 bathroom ceiling contained Moderate concentrations of *Acremonium species*, rare concentrations of *Chaetomium species*, and heavy concentrations of *Stachybotrys species*. A copy of the laboratory analytical results and chain of custody documentation is included in Attachment B. A copy of the OCCU-TEC inspector credentials is included in Attachment C.

CONCLUSIONS AND RECOMMENDATIONS

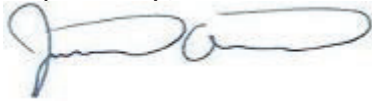
Based on the results of the OCCU-TEC assessment and tape lift analytical results, OCCU-TEC recommends the removal of any mold impacted materials by a qualified mold remediation contractor prior to renovation of the bathroom spaces. OCCU-TEC has prepared a scope of work to guide remediation that is included in Attachment D. Additionally, leaking and/or corroded condensate

lines should be evaluated and replaced/repared in a manner to prevent future corrosion and moisture damage.

SIGNATURES

OCCU-TEC appreciates the opportunity to provide the above referenced consulting services to Bibb Engineers, Architects and Constructors and the State of Missouri. If you have any questions regarding the content of this report, please contact us at (816) 231-5580. Thank you for choosing OCCU-TEC.

Respectfully,



Justin Arnold, CIEC
Project Manager



Kevin Heriford
Director EHS

Attachments:

- Attachment A – Photographic Documentation
- Attachment B – Analytical Results and Chain of Custody Recommendations
- Attachment C – Inspector Credentials
- Attachment D – Remediation Scope of Work



**ATTACHMENT A
PHOTOGRAPHIC DOCUMENTATION**





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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 01
Description: Room 3c - 85
Taken By: Justin Arnold
Date Taken: 3/2/2021



Photograph Number: 02
Description: Room 3C - 85 drywall damaged from leaking condensation line
Taken By: Justin Arnold
Date Taken: 3/2/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 03
Description: Room 3C - 85 condensation line leaking
Taken By: Justin Arnold
Date Taken: 3/2/2021



Photograph Number: 04
Description: Room 3C - 85 condensation line leaking on pipe insulation
Taken By: Justin Arnold
Date Taken: 3/2/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 05
Description: Room 3C - 85 drywall damaged from leaking condensation line
Taken By: Justin Arnold
Date Taken: 3/2/2021



Photograph Number: 06
Description: Room 3C - 68
Taken By: Justin Arnold
Date Taken: 3/2/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 07
Description: Room 3C - 68 - Drywall with visible moisture damage
Taken By: Justin Arnold
Date Taken: 3/2/2021



Photograph Number: 08
Description: Room 3C - 68 - Drywall with visible moisture damage
Taken By: Justin Arnold
Date Taken: 3/2/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 09
Description: Room 3C - 66
Taken By: Justin Arnold
Date Taken: 3/2/2021



Photograph Number: 10
Description: Room 3C - 66 - Wall with repair - delaminating from moisture
Taken By: Justin Arnold
Date Taken: 3/2/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 11
Description: Room 3C - 66 - Bathroom ceiling with SVMG
Taken By: Justin Arnold
Date Taken: 3/2/2021



Photograph Number: 12
Description: Room 3C - 66 - Condensation line leaking
Taken By: Justin Arnold
Date Taken: 3/2/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 13
Description: Room 3C - 66 - Condensation line leaking & damaging drywall
Taken By: Justin Arnold
Date Taken: 3/2/2021



Photograph Number: 14
Description: Room 3C - 66 - Condensation line leaking & damaging drywall
Taken By: Justin Arnold
Date Taken: 3/2/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 15
Description: Room 3C - 62
Taken By: Justin Arnold
Date Taken: 3/2/2021



Photograph Number: 16
Description: Room 3C - 62 - drywall behind cove-base with SVMG
Taken By: Justin Arnold
Date Taken: 3/2/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 17
Description: Room 3C - 33 - Toilet paper holder removed and SVMG
Taken By: Justin Arnold
Date Taken: 3/2/2021



Photograph Number: 18
Description: Room 3C - 33 - Wall cavity with SVMG
Taken By: Justin Arnold
Date Taken: 3/2/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 19
Description: Room 3C - 33 - Wall cavity with SVMG
Taken By: Justin Arnold
Date Taken: 3/2/2021



Photograph Number: 20
Description: Room 3C - 33 - Wall cavity with SVMG & rust on studs
Taken By: Justin Arnold
Date Taken: 3/2/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 21
Description: Room 3C - 3rd floor laundry room
Taken By: Justin Arnold
Date Taken: 3/2/2021



Photograph Number: 22
Description: Room 3C - 3rd floor laundry room - visible water damage to DW
Taken By: Justin Arnold
Date Taken: 3/2/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 23
Description: Room 3C - 3rd floor laundry room - visible water damage to DW
Taken By: Justin Arnold
Date Taken: 3/2/2021



Photograph Number: 24
Description: Room 2C - 90
Taken By: Justin Arnold
Date Taken: 3/11/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 25
Description: Room 2C - 90 - Drywall in room with SVMG & water damage
Taken By: Justin Arnold
Date Taken: 3/2/2021



Photograph Number: 26
Description: Room 2C - 66
Taken By: Justin Arnold
Date Taken: 3/11/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 27
Description: Room 2C - 66 - cave-base with SVMG
Taken By: Justin Arnold
Date Taken: 3/11/2021



Photograph Number: 28
Description: Room 2C - 66 - cave-base with SVMG
Taken By: Justin Arnold
Date Taken: 3/11/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 29
Description: Room 2C - 047 laundry room
Taken By: Justin Arnold
Date Taken: 3/11/2021



Photograph Number: 30
Description: Room 2C - 047 laundry room - SVMG behind cove-base
Taken By: Justin Arnold
Date Taken: 3/11/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 31
Description: Room 2C - 047 laundry room - DW with moisture damage
Taken By: Justin Arnold
Date Taken: 3/11/2021



Photograph Number: 32
Description: Room 2C - 047 laundry room - DW with moisture damage
Taken By: Justin Arnold
Date Taken: 3/11/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 33
Description: Room 2C - 2nd floor
Taken By: Justin Arnold
Date Taken: 3/11/2021



Photograph Number: 34
Description: Room 2C - 045 - bathroom drywall W/ visible moisture
Taken By: Justin Arnold
Date Taken: 3/11/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 35
Description: Room 2C - 045 - bathroom drywall W/ visible moisture
Taken By: Justin Arnold
Date Taken: 3/11/2021



Photograph Number: 36
Description: Room 2C - 045 - bathroom drywall W/ visible moisture
Taken By: Justin Arnold
Date Taken: 3/11/2021



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PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 37
Description: Room 2C - 045 - bathroom drywall W/ SVMG above DW
Taken By: Justin Arnold
Date Taken: 3/11/2021



Photograph Number: 38
Description: Room 2C - 045 - bathroom drywall W/ SVMG above DW
Taken By: Justin Arnold
Date Taken: 3/11/2021



OCCU-TEC

ENERGY, ENVIRONMENTAL AND SAFETY SOLUTIONS

2604 NE Industrial Dive Suite 230
North Kansas City, Missouri 64117
Phone: 816-231-5580
Fax: 816-231-5641
www.occutec.com

PHOTO LOG

Client: Center for Behavioral Medicine
Project Number: M2111-01



Photograph Number: 23
Description: Room 2C - 045 - bathroom drywall W/ SVMG above DW
Taken By: Justin Arnold
Date Taken: 3/11/2021



Photograph Number: 24
Description: Room 2C - 045 - Room with SVMG behind cove-base
Taken By: Justin Arnold
Date Taken: 3/11/2021

ATTACHMENT B
ANALYTICAL RESULTS AND CHAIN OF CUSTODY DOCUMENTATION





The Identification Specialists

Analysis Report
prepared for
Occu-Tec

Report Date: 4/12/2021

Project Name: Bathroom Renovation

Project #: 921041

SanAir ID#: 21016828



1551 Oakbridge Dr. Suite B | Powhatan, Virginia 23139-8061
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



SanAir ID Number
21016828
FINAL REPORT
4/12/2021 2:44:29 PM

Name: Occu-Tec
Address: 2604 NE Industrial Drive
Suite 230
North Kansas City, MO 64117
Phone: 816-994-3420

Project Number: 921041
P.O. Number:
Project Name: Bathroom Renovation
Collected Date: 4/9/2021
Received Date: 4/12/2021 1:48:00 PM

Dear Justin Arnold,

We at SanAir would like to thank you for the work you recently submitted. The 3 sample(s) were received on Monday, April 12, 2021 via FedEx. The final report(s) is enclosed for the following sample(s): TL-01, TL-02. The following sample(s) were unusable and were not tested: TL-03

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "L. Claire Macdonald".

L. Claire Macdonald
Microbiology Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Direct ID Analysis
- Disclaimers and Additional Information

Sample conditions:

- 2 samples in Good condition.
- 1 samples in Sample Not Received condition. (#3)



SanAir ID Number
21016828
 FINAL REPORT
 4/12/2021 2:44:29 PM

Name: Occu-Tec
Address: 2604 NE Industrial Drive
 Suite 230
 North Kansas City, MO 64117
Phone: 816-994-3420

Project Number: 921041
P.O. Number:
Project Name: Bathroom Renovation
Collected Date: 4/9/2021
Received Date: 4/12/2021 1:48:00 PM

Analyst: Martin, Brice

Direct Identification Analysis

SanAir ID: 21016828-001 Sample #:TL-01 2C Laundry Room-Behind Cove-Base

D1 - Direct Identification Analysis on Bio-Tape using STL 104

Direct ID of Mold

| Fungi | Estimated Amount |
|-------------------------|------------------|
| Aspergillus/Penicillium | Light |
| Cerebella/Monodictys | Light |
| Stachybotrys species | Light |

Tape was moderately covered with debris which might have occluded fungi.

SanAir ID: 21016828-002 Sample #:TL-02 2C Room 45-Bathroom Ceiling

D1 - Direct Identification Analysis on Bio-Tape using STL 104

Direct ID of Mold

| Fungi | Estimated Amount |
|----------------------|------------------|
| Acremonium species | Moderate |
| Chaetomium species | Rare |
| Stachybotrys species | Heavy |

| Estimated Amount | Indication of Growth | Evidence of Mycelial Fragments/Conidiophores |
|------------------|----------------------|--|
| Rare | Not Likely | None |
| Light | Possible | Some, 10 to 25% of Tape Covered |
| Moderate | Probable | Abundant, 25 to 50% of Tape Covered |
| Heavy | Significant | Throughout, 50 to 100% of Tape Covered |

*Refer to additional information page for further details

Signature: *Brice Martin*
 Date: 4/12/2021

Reviewed: *Jonathan Wilson*
 Date: 4/12/2021

Additional Information

Direct Identification Analyses

Direct identification analyses can be performed on tape, bulk, dust and swab samples. Direct identification reports indicate the evidence of possible active growth for each genus of fungi present. Whether or not these spores are viable or nonviable cannot be determined using this type of analysis; the sample would have to be cultured in order to determine viability. Keep in mind that this report can only be inferred for the exact spot in which the sample was taken. Light microscopy at a 400 to 1000x magnification is used for direct identification analysis.

It is encouraged to include a blank tape sample in order to check for contamination during sampling or shipment. Be sure to check the expiration date of any tape. It is recommended not to use expired tapes as the gel on the slide deteriorates thereby losing the tackiness necessary to retain fungi.

The genera *Aspergillus* and *Penicillium* are typically composed of small, round spores that are difficult to distinguish from each other without the presence of intact conidiophores (structures from which spores are formed and released). In this case, they are grouped into the category *Aspergillus / Penicillium*. Other fungi that produce spores of similar characteristics to *Aspergillus* and *Penicillium* may also be placed into this combined category in the absence of intact conidiophores (e.g. *Paecilomyces*, *Gliocladium*, *Trichoderma*, etc.).

D1 Analysis: Fungal Identification with “Evidence of Growth” Description

Results for the direct identification analysis describe the amount of evidence indicating possible fungal growth. The presence of associated mycelial fragments and conidiophores help the analyst to determine which description to use: rare, light, moderate, or heavy. Please refer to the following table for interpretation of direct identification results.

| Estimated Amount | Indication of Growth | Evidence of Mycelial Fragments / Conidiophores |
|-------------------------|-----------------------------|---|
| Rare | Not Likely | None |
| Light | Possible | Some, 10 to 25% of Tape Covered |
| Moderate | Probable | Abundant, 25 to 50% of Tape Covered |
| Heavy | Significant | Throughout, 50 to 100% of Tape Covered |

NOTE: Swabs are not the best media to use for direct analyses as all organisms may not be recovered intact, if at all, when analyzed.

NOTE: Tapes should not be overloaded with debris as that may occlude fungi.

Disclaimer

*This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody. Neither results nor reports will be discussed with or released to any third party without our client’s written permission. The information provided in this report applies only to the samples submitted and is relevant only for the date, time and exact location of sampling. SanAir assumes no responsibility for the method of sample procurement. SanAir assumes no responsibility for information provided by the client on the chain of custody such as project name, project number, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Evaluation reports are based solely on the sample(s) condition in which they arrived at the laboratory. **SanAir will not provide any opinion on the safety of a building as visual inspection and knowledge of water damage and past remediation, among other elements, is essential in this decision.** SanAir is accredited by AIHA-LAP, LLC in the EMLAP program. Refer to our accreditation certificate or www.aihaaccreditedlabs.org for an up to date list of the Fields of Testing for which we are accredited.*

This report does not constitute endorsement by AIHA-LAP, LLC/NVLAP and/or any other U.S. governmental agencies; and may not be certified by every local, state and federal regulatory agencies.



1551 Oakbridge Dr. STE B
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 Fax 804.897.0070
sanair.com

Microbiology
Chain of Custody
 Form 68, Revision 10. 5/20/2020

SanAir ID Number
 21016808

| | | |
|--|-----------------------------------|------------------------------|
| Company: OCCU-TEC Inc. | Project Number: 921041 | Phone #: 816-810-3276 |
| Address: 2604 NE Industrial Drive Suite 230 | Project Name: Bathroom Renovation | Phone #: 816-994-3428 |
| City, State, Zip: North Kansas City MO 64117 | Date Collected: 04-09-2021 | Fax #: 816-994-3478 |
| Samples Collected By: Justin Arnold | P.O. Number: | Email: jarnold@occutec.com |
| Account #: 1613 | | Email: Kheriford@occutec.com |

| Sample Types | | Analysis Types | Turn Around Time |
|--------------|---------------------------|--|-------------------------|
| AC | Air Cassette | A1 - Identification and Enumeration of Fungal spores, plus total dander, fiber, and pollen count | 3hr / 6hr / 1day / 2day |
| | | A2 - Identification and Enumeration of Fungal spores only | 3hr / 6hr / 1day / 2day |
| T B S | Tape Bulk Swab | D1 - Direct Identification of Fungi | 3hr / 6hr / 1day / 2day |
| | | D2 - Direct Identification of Mites, Insects, Pollen, etc. | 3hr / 6hr / 1day / 2day |
| | | D3 - Direct Identification and Enumeration of Fungi | 3hr / 6hr / 1day / 2day |
| AP B S | Air Plate Bulk Swab | C1 - Culture Identification and Enumeration of Fungi only | 5-10 Days |
| | | C2 - Culture Identification and Enumeration of Bacteria only | 2-4 Days |
| | | C3 - Culture Identification and Enumeration of Fungi and Bacteria | 5-10 Days |
| | | C4 - Culture Identification and Enumeration of Thermophilic Bacteria with C2 or C3 analysis | 2-4 or 5-10 Days |
| | | C5 - Sanitary Effectiveness - Total Bacteria Count | 2 Days |
| D | Dust | DA1 - Dust Mite Allergen Test | 3hr / 6hr / 1day / 2day |

SanAir offers Legionella testing and other specialized culture analyses. Please call for details, COC and pricing.

| Sample # | Sample Identification | Sample Type | Analysis Type(s) | Turn Around Time | Flow Rate (Liters/min) | Total Volume (L) or Area (in ²) | Time Start - Stop |
|----------|--|-------------|------------------|------------------|------------------------|---|-------------------|
| TL-01 | 2C Laundry Room - behind cove-base | T | D1 | 6 Hour | | | |
| TL-02 | 2C Room 45 - bathroom ceiling | T | D1 | 6 Hour | | | |
| TL-03 | 2C Room 45 - patient room behind cove-base | T | D1 | 6 Hour | | | |
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Special Instructions

| Relinquished by | Date | Time | Received by | Date | Time |
|-----------------|------------|------|-------------|---------|--------|
| | 04-09-2021 | | | 4/10/21 | 9:00am |

Brandi Noll

21016828

From: Justin Arnold <jarnold@occutec.com>
Sent: Monday, April 12, 2021 1:48 PM
To: Brandi Noll
Cc: Microbiology
Subject: Re: 921041 / Bathroom Renovation - Missing Sample
Attachments: image001.png

Please proceed with the sample analysis.

On Mon, Apr 12, 2021, 11:59 AM Brandi Noll <bnoll@sanair.com> wrote:

RE: 921041 / Bathroom Renovation

SanAir ID: 21016828

Good Afternoon,

For the Micro job mentioned above, we are missing sample TL-03. The case submitted was empty. Please let us know if you would like us to proceed with the other two samples or hold the job until TL-03 is received.

Respectfully,

Brandi Noll

Customer Service Representative

SanAir Technologies Laboratory, Inc

1551 Oakbridge Drive, Suite B

Powhatan, Va 23139

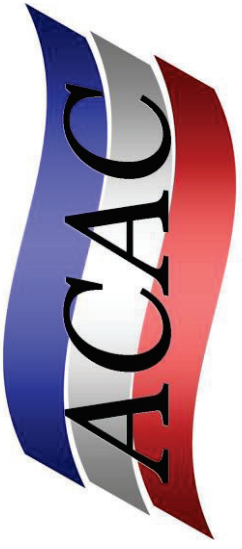
Phone: 804.897.1177

Phone: 888.895.1177

Fax 804.897.0070

**ATTACHMENT C
INSPECTOR'S CREDENTIALS**





American Council for Accredited Certification

hereby certifies that

Justin E. Arnold

has met all the specific standards and qualifications of the re-certification process,
including continued professional development, and is hereby re-certified as a

CIEC

**Council-certified
Indoor Environmental Consultant**

This certificate expires on January 31, 2023

1901005

Charles F. Wiles, Executive Director

Certificate Number

This certificate remains the property of the American Council for Accredited Certification.

**ATTACHMENT D
REMEDIATION SCOPE OF WORK**



CONTRACTOR BID DOCUMENT: Mold Remediation Summary of Work

SITE: Western Missouri Mental Health Center – 1000 E 24th Street, Kansas City MO 64108

OCCU-TEC PROJECT #: 921041

PREPARED BY: Justin Arnold – Project Manager, OCCU-TEC, Inc.

CLIENT CONTACT: Don Gardner

CLINET COMPANY: Bibb Engineers, Architects, Constructors

TELEPHONE #: (816) 285-5538

DATE: April 13, 2021

PART I

GENERAL

1.1 SCOPE OF WORK

1.1.1 The Contractor will supply all labor, equipment, materials, hazardous and non-hazardous waste disposal services and other items/services necessary to accomplish the following project for Bibb Engineers, Architects, Constructors. The project is a Mental Health Center located at 1000 E 24th. Street, Kansas City, MO 64108. The project will require mold remediation of various materials as outlined in Section 1.2.

1.1.2 The project will be completed during normal business hours. Weekend or holiday hours may be utilized to complete work with prior approval by the owner. All work hours must be approved by the owner prior to final scheduling. Project activities are anticipated to begin as soon as possible and completed in an expeditious manner. The winning contractor must provide a project schedule upon notice of award.

1.1.3 Once the work has started, the contractor shall not stop any work activities to perform work at another job until all work on this project is completed in so far as possible.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

The Contractor shall inform themselves of the conditions for the project and is responsible for verifying the quantities and location of all work to be performed as outlined in this section. Failure to do so shall not relieve the Contractor of the obligation to furnish all materials and labor necessary to carry out the provisions of the Contract. The work of the Contract can be summarized as follows:

1.2.1 The Contractor shall contract OCCU-TEC as the third-party environmental consultant to function as Owner's on- site representative. Remediation activities will be directly supervised by OCCU-TEC and conducted under the guidance of a Council-certified Indoor Environmental Consultant.

- 1.2.2 Establish appropriate engineering controls within each work area to isolate the remediation areas from the remaining nonaffected areas of the building.
- 1.2.3 Utilized engineering controls to isolate work areas from heating ventilation and air conditioning systems.
- 1.2.4 Utilize an Air Filtration Device (AFD) with High Efficiency Particulate Air (HEPA) fitted air filtering device set up in a scrubbing mode to scrub air within the work area.
- 1.2.5 Provide workers with appropriate PPE to complete job safely and in accordance with this scope of work.
- 1.2.6 General Project Notes:
 - 1.2.6.1 Single patient rooms with individual bathrooms and double patient rooms with a shared bathroom located on the 2nd and 3rd floors, 38 bathrooms in total.
 - 1.2.6.1.1 All double layered drywall within the bathrooms and the shared walls in the patient rooms shall be removed from the floor to a height of four feet. Drywall removal shall extend vertically and horizontally approximately 2-foot past the last visible evidence of mold growth and/or visible moisture damage. Any additional impacted materials shall be photo documented and reported to the owner's onsite representative.
 - 1.2.6.1.2 Shower components shall be demolished including all floors, walls, and ceiling. Drywall shall be removed behind any shower components floor to ceiling including the ceiling.
 - 1.2.6.1.3 Drywall ceilings outside the bathroom and in the residence, space shall be removed under the Heating Ventilation and Air Conditioning (HVAC) condensation lines. Drywall removal shall extend vertically and horizontally approximately 2-foot past the last visible evidence of mold growth and/or visible moisture damage.
 - 1.2.6.1.4 All exposed framing shall be cleaned utilizing an EPA registered fungicide comparable to Fiberlock Shockwave or Foster First Defense.
 - 1.2.6.1.5 Walls and all remaining surfaces shall be cleaned utilizing an EPA registered fungicide comparable to Fiberlock Shockwave or Foster First Defense. Care should be taken to refrain from saturating the material while ensuring that the cleaning

solution remains on the surface for the appropriate dwell time as stated dictated by the solution manufacture.

- 1.2.6.1.6 After completion of cleaning activities, the contractor shall HEPA vacuum all floors and horizontal surfaces. In addition, the contractor shall utilize an EPA approved mold inhibiting cleaning solution and an atomizer to 'fog' the interior space of the unit. Fogging shall be completed in a manner to ensure even distribution of the 'fogging' agent throughout the air space.
 - 1.2.6.1.7 Upon completion of the mold remediation and prior to encapsulation the contractor shall notify the third-party Council-certified Indoor Environmental Consultant for completion of a Post-Remediation Verification (PRV) visual inspection. No visible microbial contamination will remain within the enclosure.
 - 1.2.6.1.8 Once the space has passed the PRV visual, all exposed wall cavities, framing and joists shall be encapsulated with a mold resistant encapsulant comparable to Fiberlock IAQ 6000 or Fosters 40-20. Once all surfaces are cleaned, the work area shall be 'fogged' with an EPA registered fungicide.
 - 1.2.6.1.9 Once all remediation activities have been completed and prior to the removal of engineering controls, the consultant shall conduct PRV sampling. The mold remediation will be considered complete when all of the work area samples meet the PRV criterion.
- 1.2.6.2 Within two 2nd Floor laundry rooms and rooms directly adjacent to the laundry rooms.
- 1.2.6.2.1 All double layered drywall along the wet wall within the laundry room and the shared walls in the patient room/common rooms shall be removed from the floor to ceiling deck. Drywall removal shall extend vertically and horizontally approximately 2-foot past the last visible evidence of mold growth and/or visible moisture damage. Any additional impacted materials shall be photo documented and reported to the owner's onsite representative.
 - 1.2.6.2.2 Drywall ceilings in the laundry rooms and the patient room/common rooms directly adjacent to the laundry rooms shall be removed. Drywall removal shall extend vertically and horizontally approximately 2-foot past the last visible evidence of mold growth and/or visible moisture damage.

- 1.2.6.2.3 All exposed framing shall be cleaned utilizing an EPA registered fungicide comparable to Fiberlock Shockwave or Foster First Defense.
 - 1.2.6.2.4 Walls and all remaining surfaces shall be cleaned utilizing an EPA registered fungicide comparable to Fiberlock Shockwave or Foster First Defense. Care should be taken to refrain from saturating the material while ensuring that the cleaning solution remains on the surface for the appropriate dwell time as stated dictated by the solution manufacture.
 - 1.2.6.2.5 After completion of cleaning activities, the contractor shall HEPA vacuum all floors and horizontal surfaces. In addition, the contractor shall utilize an EPA approved mold inhibiting cleaning solution and an atomizer to 'fog' the interior space of the unit. Fogging shall be completed in a manner to ensure even distribution of the 'fogging' agent throughout the air space.
 - 1.2.6.2.6 Upon completion of the mold remediation and prior to encapsulation the contractor shall notify the third-party Council-certified Indoor Environmental Consultant for completion of a Post-Remediation Verification (PRV) visual inspection. No visible microbial contamination will remain within the enclosure.
 - 1.2.6.2.7 Once the space has passed the PRV visual, all exposed wall cavities, framing and joists shall be encapsulated with a mold resistant encapsulant comparable to Fiberlock IAQ 6000 or Fosters 40-20. Once all surfaces are cleaned, the work area shall be 'fogged' with an EPA registered fungicide.
 - 1.2.6.2.8 Once all remediation activities have been completed and prior to the removal of engineering controls, the consultant shall conduct PRV sampling. The mold remediation will be considered complete when all of the work area samples meet the PRV criterion.
- 1.2.6.3 Within two 3rd Floor laundry rooms and rooms directly adjacent to the laundry rooms.
- 1.2.6.3.1 All double layered drywall along the wet wall within the laundry room and the shared walls in the patient room/common rooms shall be removed from the floor to a height of five feet. Drywall removal shall extend vertically and horizontally approximately 2-foot past the last visible evidence of mold growth and/or visible moisture damage.

Any additional impacted materials shall be photo documented and reported to the owner's onsite representative.

- 1.2.6.3.2 All exposed framing shall be cleaned utilizing an EPA registered fungicide comparable to Fiberlock Shockwave or Foster First Defense.
- 1.2.6.3.3 Walls and all remaining surfaces shall be cleaned utilizing an EPA registered fungicide comparable to Fiberlock Shockwave or Foster First Defense. Care should be taken to refrain from saturating the material while ensuring that the cleaning solution remains on the surface for the appropriate dwell time as stated dictated by the solution manufacture.
- 1.2.6.3.4 After completion of cleaning activities, the contractor shall HEPA vacuum all floors and horizontal surfaces. In addition, the contractor shall utilize an EPA approved mold inhibiting cleaning solution and an atomizer to 'fog' the interior space of the unit. Fogging shall be completed in a manner to ensure even distribution of the 'fogging' agent throughout the air space.
- 1.2.6.3.5 Upon completion of the mold remediation and prior to encapsulation the contractor shall notify the third-party Council-certified Indoor Environmental Consultant for completion of a Post-Remediation Verification (PRV) visual inspection. No visible microbial contamination will remain within the enclosure.
- 1.2.6.3.6 Once the space has passed the PRV visual, all exposed wall cavities, framing and joists shall be encapsulated with a mold resistant encapsulant comparable to Fiberlock IAQ 6000 or Fosters 40-20. Once all surfaces are cleaned, the work area shall be 'fogged' with an EPA registered fungicide.
- 1.2.6.3.7 Once all remediation activities have been completed and prior to the removal of engineering controls, the consultant shall conduct PRV sampling. The mold remediation will be considered complete when all of the work area samples meet the PRV criterion.
- 1.2.6.4 Once all remediation activities have been completed and prior to the removal of engineering controls, the consultant shall conduct post remediation verification (PRV) sampling.
- 1.2.6.5 PRV sampling will be conducted using slit-impaction methods.

- 1.2.6.6 Post remediation verification samples will be collected after the completion and passing of the visual inspection for the work area. Two outdoor samples will be collected as control comparisons. The mold remediation will be considered complete when work area sample meets all of the applicable criterion below:
- 1.2.6.6.1 Total Spore Concentration in work area sample is below 2,000 counts per cubic meter (c/m³) of air AND total spore concentration on work area sample is below control comparison or total spore concentrations are less than 800 c/m³,
 - 1.2.6.6.2 The level of each fungal type and hyphae recovered on the work area sample is less than 100 c/m³ above the control comparison sample.
 - 1.2.6.6.3 Aspergillus/Penicillium like spores on the work area sample are below 200 c/m³.
 - 1.2.6.6.4 The work area sample recovered few or no target fungal types (Stachybotrys, Fusarium, Trichoderma, Memnoniella, and Chaetomium).
 - 1.2.6.6.5 Any deviation from these criteria, due to special circumstances, shall be reviewed and approved by the Owner's on- site representative.
- 1.2.6.7 Once PRV criteria has been achieved the contractor shall remove all critical barriers installed including the polyethylene sheeting installed in the crawl space sealing the ground.
- 1.2.6.8 Once the reconstruction activities are complete, the HVAC system and all associated ducts shall be thoroughly cleaned using a NADCA certified duct cleaner.

1.3 CONTRACTOR'S DUTIES

- 1.3.1 Except as specifically noted the contractor shall, provide and pay for labor, materials, PPE, equipment, tools, machinery, and other facilities and services for proper execution and completion of work. This may include the handling and moving of client owned items.
- 1.3.2 Pay legally required consumer, payroll (including prevailing wage if applicable), privilege and other taxes.
- 1.3.3 Secure and pay for, as necessary for proper execution and completion of work and as applicable at the time of bids:

Permits
Government Fees
Licenses
Waste disposal permits and costs

- 1.3.4 Comply with codes, ordinance, rules, regulations, orders and other legal requirements of public authorities (including EPA, New York City Department of Health and Mental Hygiene's "Guidelines on Assessment and Remediation of Fungi in Indoor Environments").
- 1.3.5 If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, the contractor shall promptly notify the owner and consultant verbally and in writing, and any necessary changes shall be accomplished by appropriate modifications. It is the Contractor's responsibility to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Mold Program Manager and the consultant, the Contractor shall assume full responsibility therefore and shall bear all cost attributable thereto.
- 1.3.6 Enforce strict discipline and good order among employees. Employ on the project only fit persons or skilled persons in assigned task.
- 1.3.7 All supervisors and workers shall be properly certified or equivalently trained to perform work. The successful bidder shall be required to submit copies of supervisor(s) and worker(s) certifications and / or licenses.
- 1.3.8 Comply with all applicable federal, state, and local laws regarding job discrimination.
- 1.3.9 The use of the best available technology, procedures, and methods for preparation, execution, cleanup, disposal, and safety are absolutely required. This compliance is the sole responsibility of the remediation contractor.
- 1.3.10 Assume responsibility for the proper and safe execution of the work.
- 1.3.11 Any damages caused by the contractor during the execution of the work will need to be repaired or replaced to the condition found prior to remediation, unless otherwise specified by the consultant. This cost will be incurred solely by the contractor.
- 1.3.12 Upon verbal award of the contract the successful bidder shall provide a list of chemicals and associated Safety Data Sheets (SDSs) used (i.e. mold inhibitors, sealants, cleaning products, etc.).

1.3.13 Assume responsibility to ensure that the entire crew properly decontaminated themselves each time they leave the work area to prevent the migration of mold spores and dust from the work area.

1.4 OWNER'S DUTIES

1.4.1 Owner is responsible for repairs necessary to ensure facility is equipped with necessary humidity controls and kept free of roof and structure failures and leaks.

1.4.3 Owner is responsible for any needed repairs or building modifications necessary to prevent future occurrences of moisture intrusion and microbial growth.

1.4.5 Owner is responsible for reinstallation of all fixtures which were removed to accommodate remediation.

1.5 STOP WORK

1.5.1 If the Project Representative or the Consultant issues a verbal stop work order, the Contractor will immediately and automatically stop all work. The verbal order will be followed in writing. Do not recommence work until authorized in writing by the Consultant or the Project Representative.

END OF SECTION

Attachments

Floor Plan Drawing

Photo Log