



PROJECT MANUAL

Demolition of Gymnasium Missouri State Penitentiary Redevelopment Site Jefferson City, Missouri

Designed By: State of Missouri
Office of Administration
Division of Facilities Management,
Design & Construction
301 W. High Street
Jefferson City, Missouri

Date Issued: May 5, 2022

Project No.: O2245-01

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>	<u>CAD #</u>
1.	Cover Page	Sheet G-001	5/5/2022	G001
2.	Drawing Index and Location Map	Sheet G-002	5/5/2022	G002
3.	Overall Site Plan	Sheet CS-01	5/5/2022	CS-01
4.	Demolition Floor Plans	Sheet A-100	5/5/2022	A-100
5.	Demolition Gymnasium Roof Plan	Sheet A-101	5/5/2022	A-101
6.	Demolition Building Elevations	Sheet A-102	5/5/2022	A-102

END OF SECTION 000115

SECTION 001116 - INVITATION FOR BID

1.0 OWNER:

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

2.0 PROJECT TITLE AND NUMBER:

- A. Demolition of Gymnasium
Missouri State Penitentiary
Redevelopment Site
Jefferson City, Missouri
Project No.: 02245-01

3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, Tuesday, October 25, 2022
- 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 asbestos abatement for the entire building and demolition of the gymnasium building and pavilion. The Work includes asbestos abatement, refrigerant recovery, building and site demolition, and site grading and seeding.
- 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: 11:00 AM, Tuesday, October, 11, 2022, at Housing Unit #1, MO State Penitentiary, 115 Lafayette Street, Jefferson 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 \$30.00 from American Document Solutions (ADS). **MAKE CHECKS PAYABLE TO: American Document Solutions.** Mail to: American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433, <https://www.adsplanroom.net>. **NOTE:** Prime contractors will be allowed a maximum of two bid sets at the deposit rate shown above. Other requesters will be allowed only one bid set at this rate. Additional bid sets or parts thereof may be obtained by any bidder at the cost of printing and shipping by request to American Document Solutions at the address shown above. **Bidder must secure at least one bid set to become a planholder.**
- B. **Refunds: Return plans and specifications in unmarked condition within 15 working days of bid opening to American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433. Deposits for plans not returned within 15 working days shall be forfeited.**
- C. Information for upcoming bids, including downloadable plans, specifications, Invitation for Bid, bid tabulation, award, addenda, and access to the ADS planholders list, is available on the Division of Facilities Management, Design and Construction's web site: <https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans>.

7.0 POINT OF CONTACT:

- A. Designer: State of Missouri, Office of Administration, Division of Facilities Management, Design & Construction
Brad Schaefer, Project Design Unit, (573) 526-0136, email: brad.schaefer@oa.mo.gov
- B. Project Manager: Sandra Walther, (573) 751-2283, email: sandra.walther@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://missouribuyss.mo.gov> and register. The bidder must register and complete a profile fully with all required documents submitted prior to submitting a bid.
- B. Once registered, log in.
1. Under "Solicitation" select "View Current Solicitations."
 2. Under "Filter by Agency" select "OA-FMDC-Contracts Chapter 8", then click "Filter Solicitation" button.
 3. Select "Active Solicitations" tab.
 4. To see the Solicitation Summary, click on the Project Number and the summary will open. Click each heading to open detailed information.
- C. Here are simplified instructions for uploading the bid to MissouriBUYS:
1. Find the solicitation by completing Steps 1 through 4 above.
 2. Select the three dots under "Actions." Select "Add New Response."
 3. When the Quote box opens, give the response a title and select "OK."
 4. The detailed solicitation will open. Select "Check All" for the Original Solicitation Documents, open each document, and select "Accept." If this step is not completed, a bid cannot be uploaded. Scroll to the bottom of the page and select "Add Attachments." If you do not see this command, not all documents have been opened and accepted.
 5. The Supplier Attachments box will open. Select "Add Attachment" again.
 6. The Upload Documents box will open. Read the instructions for uploading. Disregard the "Confidential" check box.
 7. Browse and attach up to 5 files at a time. Scroll to bottom of box and select "Upload." The Supplier Attachments box will open. Repeat Steps 5 through 7 if more than 5 files are to be uploaded.
 8. When the Supplier Attachments box opens again and uploading is complete, select "Done." A message should appear that the upload is successful. If it does not, go to the Bidder Response tab and select "Submit."
 9. The detailed solicitation will open. At the bottom select "Close."
- D. Any time a bidder wants to modify the bid, he or she will have to submit a new one. FMDC will open the last response the bidder submits. The bidder may revise and submit the bid up to the close of the solicitation (bid date and time). Be sure to allow for uploading time so that the bid is successfully uploaded prior to the 1:30 PM deadline; we can only accept the bid if it is uploaded before the deadline.
- E. If you want to verify that you are uploading documents correctly, please contact Paul Girouard: 573-751-4797, paul.girouard@oa.mo.gov ; April Howser: 573-751-0053, April.Howser@oa.mo.gov ; or Mandy Roberson: 573-522-0074, Mandy.Roberson@oa.mo.gov.
- F. If you are experiencing login issues, please contact Web Procure Support (Proactis) at 866-889-8533 anytime from 7:00 AM to 7:00 PM Central Time, Monday through Friday. If you try using a userid or password several times that is incorrect, the system will lock you out. Web Procure Support is the only option to unlock you! If you forget your userid or password, Web Procure Support will provide a temporary userid or password. Also, if it has been a while since your last successful login and you receive an "inactive" message, contact Web Procure (Proactis). If you are having a registration issue, you may contact Cathy Holliday at 573-751-3491 or by email: cathy.holliday@oa.mo.gov.

IMPORTANT REMINDER REGARDING REQUIREMENT FOR OEO CERTIFICATION

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

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

SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

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

2.0 - BID DOCUMENTS

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

3.0 - BIDDERS' OBLIGATIONS

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

4.0 - INTERPRETATIONS

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

5.0 - BIDS AND BIDDING PROCEDURE

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

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

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

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

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

6.0 - SIGNING OF BIDS

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

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

7.0 - RECEIVING BID SUBMITTALS

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

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

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

9.0 - AWARD OF CONTRACT

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

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

10.0 - CONTRACT SECURITY

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

11.0 - LIST OF SUBCONTRACTORS

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

clear, by listing his own firm for the subject category. **If any category of work is left vacant, the bid shall be rejected.**

12.0 - WORKING DAYS

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

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

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

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

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

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

<https://vetbiz.va.gov/basic-search/>



State of Missouri Construction Contract

THIS AGREEMENT is made (DATE) by and between:

Contractor Name and Address

hereinafter called the "Contractor,"

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

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: **Demolition of Gymnasium
Missouri State Penitentiary
Redevelopment Site
Jefferson City, Missouri**

Project Number: **O2245-01**

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

ARTICLE 3. LIQUIDATED DAMAGES

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. THEREFORE, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for **liquidated damages, the sum of \$700.00** per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

ARTICLE 4. CONTRACT SUM

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

Base Bid: \$

TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)

ARTICLE 5. PREVAILING WAGE RATE

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

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

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

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

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

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

Total \$

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

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

ARTICLE 7. CONTRACT DOCUMENTS

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

1. Division 0 – Procurement and Contracting Information, including, but not limited to:
 - a. Invitation for Bid (Section 001116)
 - b. Instructions to Bidders (Section 002113)
 - c. Supplementary Instructions to Bidders (if applicable) (Section 002213)

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

ARTICLE 8 – CERTIFICATION

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

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

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

APPROVED:

 Brenda Verslues, Interim Director
 Division of Facilities Management,
 Design and Construction

 Contractor's Authorized Signature

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

Corporate Secretary



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

PROJECT NUMBER

NAME

First being duly sworn on oath states: that

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

NAME

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

or ☐ corporation, and as such, said proprietor, partner, or officer is duly authorized to make this

affidavit on behalf of said sole proprietorship, partnership, or corporation; that under the contract known as

PROJECT TITLE

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

PRINT NAME & SIGNATURE

DATE

NOTARY INFORMATION

NOTARY PUBLIC EMBOSSER SEAL

STATE OF

COUNTY (OR CITY OF ST. LOUIS)

USE RUBBER STAMP IN CLEAR AREA BELOW

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF

YEAR

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT we _____

as principal, and _____

_____ as Surety, are held and firmly bound unto the

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

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

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

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

(Insert Project Title and Number)

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

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

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

AS APPLICABLE:

AN INDIVIDUAL

Name: _____

Signature: _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORATION

Firm Name: _____

Signature of President: _____

SURETY

Surety Name: _____

Attorney-in-Fact: _____

Address of Attorney-in-Fact: _____

Telephone Number of Attorney-in-Fact: _____

Signature Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney



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

PROJECT NUMBER

PROJECT TITLE AND LOCATION

CHECK APPROPRIATE BOX

- ☐ **SUBSTITUTION PRIOR TO BID OPENING**
(Minimum of (5) working days prior to receipt of Bids as per Article 4 – Instructions to Bidders)
- ☐ **SUBSTITUTION FOLLOWING AWARD**
(Maximum of (20) working days from Notice to Proceed as per Article 3 – General Conditions)

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

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

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

- ☐ Product data for proposed substitution is attached (include description of product, standards, performance, and test data)
- ☐ Sample ☐ Sample will be sent, if requested

QUALITY COMPARISON

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

PREVIOUS INSTALLATIONS

PROJECT	ARCHITECT/ENGINEER
LOCATION	DATE INSTALLED

SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

REASON FOR SUBSTITUTION

DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?☐ YES ☐ NO

IF YES, EXPLAIN

SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR A/E WORK☐ YES ☐ NO**BIDDER'S/CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENT:**

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

BIDDER/CONTRACTOR

DATE

REVIEW AND ACTION☐ Resubmit Substitution Request with the following additional information:

☐ Substitution is accepted.☐ Substitution is accepted with the following comments:

☐ Substitution is not accepted.

ARCHITECT/ENGINEER

DATE



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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at
(ADDRESS OF PROJECT)

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

DOES HEREBY:

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

DATED this day of , 20 .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

ORIGINAL: FILE/Closeout Documents



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

MBE/WBE/SDVE PROGRESS REPORT

Remit with **ALL** Progress and Final Payments

(Please check appropriate box) ☐CONSULTANT ☐CONSTRUCTION

PAY APP NO.	PROJECT NUMBER
CHECK IF FINAL <input 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

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

State of _____ personally came and appeared _____

(NAME)

of the _____

(POSITION)

(NAME OF THE COMPANY)

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

and with Wage Determination No: _____ issued by the

Department of Labor and Industrial Relations, State of Missouri on the _____ day of _____ 20 ____

in carrying out the contract and working in connection with _____

(NAME OF PROJECT)

Located at _____ in _____ County

(NAME OF THE INSTITUTION)

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

SIGNATURE

NOTARY INFORMATION

NOTARY PUBLIC EMBOSSER OR
BLACK INK RUBBER STAMP SEAL

STATE

COUNTY (OR CITY OF ST. LOUIS)

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF

YEAR

USE RUBBER STAMP IN CLEAR AREA BELOW

NOTARY PUBLIC SIGNATURE

MY COMMISSION
EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

FILE: Closeout Documents

GENERAL CONDITIONS

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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 plate data, shop drawings and air and water balance reports.
4. Service Instructions: Provide the following information for all pieces of equipment.
 - a. Recommended spare parts including catalog number and name of local supplier or factory representative.
 - b. Belt sizes, types, and lengths.
 - c. Wiring diagrams.
5. Manufacturer's Certificate of Warranty as described in Article 3.4.
6. Prior to the final payment, furnish to the Designer three (4) copies of parts catalogs for each piece of equipment furnished by him/her on the project with the components identified by number for replacement ordering.

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

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

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

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

ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall keep on site, during progress of the work, a competent superintendent satisfactory to the Construction Representative. The superintendent shall represent the Contractor and all agreements made by the superintendent shall be binding. The superintendent shall carefully study and compare all drawings, specifications and other instructions and shall promptly notify the Construction Representative and Designer, in writing, any error, inconsistency or omission which may be discovered. The superintendent shall coordinate all work on the project. Any change of the superintendent shall be approved by the Construction Representative.
- B. Contractor shall, at all times, enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.
- C. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and 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
Project Design Unit
State of Missouri, Office of Administration
Division of Facilities Management, Design & Construction
301 W. High Street
Jefferson City, MO 65102
Telephone: (573) 526-0136
Email: brad.schaefer@oa.mo.gov

Construction Representative: Ken Stevens
Division of Facilities Management, Design & Construction
709 Missouri Blvd. – Upper Level
Jefferson City, MO 65102
Telephone: (573) 526-5768
Email: ken.stevens@oa.mo.gov

Project Manager: Sandra Walther
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
Jefferson City, Missouri 65101
Telephone: (573) 751-2283
Email: Sandra.walther@oa.mo.gov

Contract Specialist: April Howser
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
Jefferson City, Missouri 65101
Telephone: (573) 751-0053
Email: April.Howser@oa.mo.gov

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

4.0 FURNISHING CONSTRUCTION DOCUMENTS:

- A. The Owner will furnish the Contractor with approximately 4 complete sets of drawings and specifications at no charge.
- B. The Owner will furnish the Contractor with approximately 4 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.

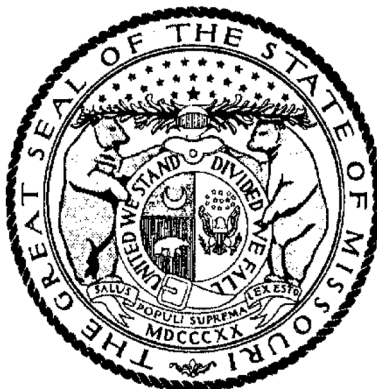
5.0 SAFETY REQUIREMENTS

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 026
COLE 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	\$53.18
Boilermaker	\$27.22*
Bricklayer	\$51.39
Carpenter	\$47.88
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$41.24
Plasterer	
Communications Technician	\$55.00
Electrician (Inside Wireman)	\$55.64
Electrician Outside Lineman	\$74.20
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$27.22*
Glazier	\$56.16
Ironworker	\$61.89
Laborer	\$41.21
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$27.22*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$60.02
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$39.08
Plumber	\$66.28
Pipe Fitter	
Roofer	\$51.92
Sheet Metal Worker	\$54.06
Sprinkler Fitter	\$62.10
Truck Driver	\$41.74
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
COLE County

Section 026

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$53.63
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$74.20
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$43.21
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.94
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$45.80
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 asbestos abatement for the entire building and demolition of the gymnasium building and pavilion.
 - 1. Project Location: Missouri State Penitentiary Redevelopment Site at 85 Lafayette Street, Jefferson 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 5, 2022 were prepared for the Project the State of Missouri Division of Facilities Management Design and Construction, 301 West High Street, Jefferson City, Missouri
- C. The Project consists of asbestos abatement for the entire building and demolition of the gymnasium building and pavilion.
 - 1. The Work includes:
 - 1) Asbestos abatement
 - 2) Refrigerant recovery
 - 3) Building and site demolition
 - 4) Site grading
- D. The Work will be constructed under a single prime contract.

1.3 WORK SEQUENCE

- A. The Work will be conducted in a single phase.
 - 1. Phase One: Entire project. Work of this phase shall be substantially complete within **50** working days from the Intent to Award.

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.
 - 1. 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.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

END OF SECTION 011000

SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Weather allowances.
- C. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
 - 2. Division 1 Section "Unit Prices" for procedures for using unit prices.

1.3 WEATHER ALLOWANCE

- A. Included within the completion period for this project are a specified number of “bad weather” days (see Schedule of Allowances).
- B. The Contractor’s progress schedule shall clearly indicate the bad weather day allowance as an “activity” or “activities”. In the event weather conditions preclude performance of critical work activities for 50% or more of the Contractor’s scheduled workday, that day shall be declared unavailable for work due to weather (a “bad weather” day) and charged against the above allowance. Critical work activities will be determined by review of the Contractor’s current progress schedule.
- C. The Contractor’s Representative and the Construction Representative shall agree monthly on the number of “bad weather” days to be charged against the allowance. This determination will be documented in writing and be signed by the Contractor and the Construction Representatives. If there is a failure to agree on all or part of the “bad weather” days for a particular month, that disagreement shall be noted on this written document and signed by each party’s representative. Failure of the Contractor’s representative to sign the “bad weather” day documentation after it is presented, with or without the notes of disagreement, shall constitute agreement with the “bad weather” day determination contained in that document.
- D. There will be no modification to the time of contract performance due solely to the failure to deplete the “bad weather” day allowance.

- E. Once this allowance is depleted, a no cost Change Order time extension will be executed for “bad weather” days, as defined above, encountered during the remainder of the Project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

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

END OF SECTION 012100

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract Modifications.
- B. Related Sections include the following:
 - 1. Division 1, Section 012100 "Allowances" for procedural requirements for handling and processing Allowances.
 - 2. Division 1, Section 013115 "Project Management Communications" for administrative requirements for communications.
 - 3. Division 0, Section 007213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.
 - 4. Division 0, Section 007213, Article 4.0 "Changes in the Work" for Change Order requirements.

1.3 REQUESTS FOR INFORMATION

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

1.4 MINOR CHANGES IN THE WORK

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

1.5 PROPOSAL REQUESTS

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

1.6 CHANGE ORDER PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013100 – COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 COORDINATION

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

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

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

1.4 SUBMITTALS

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

1.5 PROJECT MEETINGS

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

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

1. Minutes: Designer will record and distribute meeting minutes.
- B. Progress Meetings: The Owner's Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 "General Conditions".
1. Minutes: Designer will record and distribute to Contractor the meeting minutes.
- C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:
 - a. Contract Documents
 - b. Options
 - c. Related RFIs
 - d. Related Change Orders
 - e. Purchases
 - f. Deliveries
 - g. Submittals
 - h. Review of mockups
 - i. Possible conflicts
 - j. Compatibility problems
 - k. Time schedules
 - l. Weather limitations
 - m. Manufacturer's written recommendations
 - n. Warranty requirements
 - o. Compatibility of materials
 - p. Acceptability of substrates
 - q. Temporary facilities and controls
 - r. Space and access limitations
 - s. Regulations of authorities having jurisdiction
 - t. Testing and inspecting requirements

- u. Installation procedures
 - v. Coordination with other Work
 - w. Required performance results
 - x. Protection of adjacent Work
 - y. Protection of construction and personnel
3. Contractor shall record significant conference discussions, agreements, and disagreements including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
 6. Revise paragraph below if Project requires holding progress meetings at different intervals. Insert special intervals such as "every third Tuesday" to suit special circumstances.
 7. Project name
 8. Name and address of Contractor
 9. Name and address of Designer
 10. RFI number including RFIs that were dropped and not submitted
 11. RFI description
 12. Date the RFI was submitted
 13. Date Designer's response was received
 14. Identification of related DSI or Proposal Request, as appropriate

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013115 - PROJECT MANAGEMENT COMMUNICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

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

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

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

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

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

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

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

1. Providing suitable computer systems for each licensed user at the users normal work 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. 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. Complet
 - b. Completion of the electrical portion of the Work
 - c. 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 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.

1.5 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.

1.6 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REQUIRED SUBMITTALS

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

SPEC SECTION	TITLE	CATEGORY
013100	Schedules	Construction Schedule
013200	Schedules	Schedule of Values
013200	Schedules	List of Subcontractors
013200	Schedules	Major Material Suppliers
013513	Site Security and Health Req.	Construction Schedule
017419	Construction and Demolition Waste Management and Disposal	Construction Schedule
024116	Structure Demolition	Construction Schedule
024116	Structure Demolition	Certification
028213	Asbestos Abatement	Certification
028213	Asbestos Abatement	Construction Schedule

END OF SECTION 013300

SECTION 013513.10 – SITE SECURITY AND HEALTH REQUIREMENTS (OA)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUBMITTALS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 ACCESS TO THE SITE

- A. The Contractor shall arrange with Facility Representatives to establish procedures for the controlled entry of workers and materials into the work areas at the Facility.
- B. The Contractor shall establish regular working hours with Facility Representatives. The Contractor must report changes in working hours or overtime to Facility Representatives and obtain approval twenty-four (24) hours ahead of time. The Contractor shall report emergency overtime to Facility Representatives as soon as it is evident that overtime is needed. The Contractor must obtain approval from Facility Representatives for all work performed after dark.
- C. The Contractor shall provide the name and phone number of the Contractor's employee or agent who is in charge onsite; this individual must be able to be contacted in case of emergency. The Contractor must be able to furnish names and address of all employees upon request.
- D. All construction personnel shall visibly display issued identification cards.

3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS

- A. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.
 - 1. Onsite burning is prohibited.
 - 2. The Contractor shall store all flammable or hazardous materials in proper containers located outside the buildings or offsite, if possible.
 - 3. The Contractor shall provide and maintain, in good order, during construction fire extinguishers as required by the National Fire Protection Association. In areas of

flammable liquids, asphalt, or electrical hazards, 15-pound carbon dioxide or 20-pound dry chemical extinguishers shall be provided.

- B. The Contractor shall not obstruct streets or walks without permission from the Owner's Construction Representative and Facility Representatives.
- C. The Contractor's personnel shall not exceed the speed limit of 15 mph while at the Facility unless otherwise posted.
- D. The Contractor shall take all necessary, reasonable measures to reduce air and water pollution by any material or equipment used during construction. The Contractor shall keep volatile wastes in covered containers, and shall not dispose of volatile wastes or oils in storm or sanitary drains.
- E. The Contractor shall keep the project site neat, orderly, and in a safe condition at all times. The Contractor shall immediately remove all hazardous waste, and shall not allow rubbish to accumulate. The Contractor shall provide onsite containers for collection of rubbish and shall dispose of it at frequent intervals during the progress of the Work.
- F. Fire exits, alarm systems, and sprinkler systems shall remain fully operational at all times, unless written approval is received from the Owner's Construction Representative and the appropriate Facility Representative at least twenty-four (24) hours in advance. The Contractor shall submit a written time schedule for any proposed shutdowns.
- G. For all hazardous materials brought onsite, Material Safety Data Sheets shall be on site and readily available upon request at least a day before delivery.
- H. Alcoholic beverages or illegal substances shall not be brought upon the Facility premises. The Contractor's workers shall not be under the influence of any intoxicating substances while on the Facility premises.

3.3 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.
5. The Contractor shall notify FMDC via email to FMDCSecurity@oa.mo.gov within 48 hours of anyone severing employment with their company.

3.4 DISRUPTION OF UTILITIES

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

END OF SECTION 013513.10

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. Sanitary facilities, including drinking water
- C. Support facilities include, but are not limited to, the following:
 - 1. Field offices and storage sheds
 - 2. Dewatering facilities and drains
 - 3. Temporary enclosures
 - 4. Hoists and temporary elevator use
 - 5. Temporary project identification signs
 - 6. Waste disposal services
 - 7. Construction aids and miscellaneous services and facilities
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Temporary fire protection
 - 2. Barricades, warning signs, and lights
 - 3. Enclosure fence for the site
 - 4. Environmental protection

1.3 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”.

1.4 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. If acceptable to the Designer, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Water: Provide potable water approved by local health authorities.
- C. Open-Mesh Fencing: Provide 0.120” (3mm) thick, galvanized 2” (50mm) chainlink fabric fencing 6’ (2m) high with galvanized steel pipe posts, 1½” (38mm) ID for line posts and 2½” (64mm) ID for corner posts.

2.2 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Designer, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide ¾” (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100’ (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.

- F. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated re-circulation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- 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 Change Order.
- B. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.
 - 1. The existing electrical services within the Biggs Building complex are available for contractor use during the construction period and the Owner will pay for electric power consumed by the construction process.
 - 2. The contractor is responsible for all temporary circuits, outlets, and extensions, etc.

3. The areas of the site that will remain undemolished shall remain energized throughout the construction process.
 4. Interruptions of electrical power to site buildings to remain are acceptable but shall be limited to durations of less than 12 hours, shall not result in interior space temperatures less than 50°F, and all outages shall be coordinated with the Owner.
 5. The Contractor is responsible for determining and ensuring that all sources of power to the building area to be demolished have been removed prior to the start of building demolition.
 6. Install electric power service underground, except where overhead service must be used.
 7. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125V, AC 20ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
- C. Temporary Toilets: Install self-contained toilet units. Use of pit-type privies will not be permitted. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
1. Shield toilets to ensure privacy.
 2. Provide separate facilities for male and female personnel.
 3. Provide toilet tissue materials for each facility.
- D. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a health and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
1. Provide paper towels or similar disposable materials for each facility.
 2. Provide covered waste containers for used material.
 3. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
- E. Drinking-Water Facilities: Provide drinking-water facilities as required.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.
1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Modify paragraph below as necessary to suit Project.
- B. Storage Facilities: Limited areas for storage of building materials are available onsite. Available storage area is limited to the area within the current outer perimeter fence. 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. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
 - 1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and materials drying or curing requirements to avoid dangerous conditions and effects.
 - 2. Install tarpaulins securely with incombustible wood framing and other materials. Close openings of 25SqFt (2.3SqM) or less with plywood or similar materials.
 - 3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
 - 4. Where temporary wood or plywood enclosure exceeds 100SqFt (9.2SqM) in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.
- F. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities.
- G. Project Identification and Temporary Signs: Install signs where required to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.
 - 1. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.
- H. 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. Temporary Fire Protection: 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.
- B. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.
- C. Enclosure Fence: During demolition, maintain the existing fences with lockable entrance gates. Enclose the entire site or the portion determined sufficient to accommodate construction operations. Protect in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.
1. The existing outer perimeter fence may be used as an enclosure fence for as long as it intact.
 - a. If necessary so supplement existing fencing, provide open-mesh, chainlink fencing with posts set in a compacted mixture of gravel and earth.
- D. Security Enclosure and Lockup: Utilize existing enclosure with locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security in the portions of the building that remain.
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 significantly worn parts and parts subject to unusual operating conditions.
 - b. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 015000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.
 - 2. Section 013300 "Submittal Procedures" for submitting surveys.
 - 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
 - 4. Section 024116 "Structural Demolition" for demolition and removal of the building.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 QUALITY ASSURANCE

- A. **Cutting and Patching: No cutting or patching should occur without the authorization of the Owner's Construction Representative.** Comply with requirements for and limitations on cutting and patching of construction elements.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades and Owner's Construction

Representative. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine site conditions where products and systems are to be installed.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing surfaces.
- B. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before

fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.
- B. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Owner Construction Representative.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

- G. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 4. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean features before applying paint or other finishing materials.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials overnight. Dispose of all trash and unused materials at the close of each business day.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - b. Do not store hazardous materials or chemicals in the Capitol building.
 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls." Section 017419 "Construction Waste Management and Disposal."

- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

END OF SECTION 017300

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. Remove snow and ice to provide safe access to the building.
 6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 8. Broom clean concrete floors in unoccupied spaces.
 9. 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.

10. Remove labels that are not permanent labels.
 11. 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.
 12. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 13. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 14. Clean ducts, blowers, and coils if units were operated without filters during construction
 15. Leave the Project clean.
- C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner’s property.

END OF SECTION 017400

SECTION 017419 - CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements and/or recommendations for the following:
 - 1. Salvaging nonhazardous demolition waste.
 - 2. Recycling nonhazardous demolition waste.
 - 3. Disposing of nonhazardous demolition waste.
 - 4. Disposing/recycling of other wastes
- B. Waste disposal in landfills shall be minimized to the greatest extent practical. Of the inevitable waste that is generated, as much of the waste material as economically feasible should be salvaged, recycled or reused.

1.2 SUBMITTALS

- A. Waste Management Plan: Contractor is recommended, but not required to prepare and submit a plan within seven (7) days of date established for commencement or work.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, Contractor is recommended, but not required to submit 3 copies of report. Recommended information includes the following:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in tons.
 - 4. Quantity of waste salvaged.
 - 5. Quantity of waste recycled.
 - 6. Total quantity of waste recovered (salvaged plus recycled).
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Records of Salvaging: Contractor has full liability associated with salvaging (for sale or donations). As such, Owner does not require documentation of materials sold or donated.
- D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Inert Solids/Inert Waste: Non-liquid solid resources including, but not limited to, soil and concrete that does not contain hazardous waste or soluble pollutants at concentrations in excess of water-quality objectives established by a regional water board, and does not contain significant quantities of decomposable solid resources.
- E. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- F. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- G. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.
- H. Solid Waste: Materials that have been designated as non-recyclable and are discarded for the purposes of disposal.

1.4 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Contractor shall provide all demolition, removal and legal disposal of materials. Contractor shall ensure that facilities used for recycling, reuse and disposal shall be permitted for the intended use to the extent required by local, state, federal regulations.

1.5 WASTE MANAGEMENT PLAN

- A. General: It is recommended, but not required to develop plan consisting of waste identification and waste reduction work plan. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan. An example plan includes:
 - 1. Procedures to be used for debris management.
 - 2. Techniques to be used to minimize waste generation.
 - 3. Analysis of the estimated job site waste to be generated:
 - a. List of each material and quantity to be salvaged, reused, recycled.
 - b. List of each material and quantity proposed to be taken to a landfill.
 - 4. Detailed description of the Means/Methods to be used for material handling.
 - a. On site: Material separation, storage, protection where applicable.

- b. Off site: Transportation means and destination. Include list of materials.
 - 1) Description of materials to be site-separated and self-hauled to designated facilities.
 - 2) Description of mixed materials to be collected by designated waste haulers and removed from the site.
 - c. The names and locations of mixed debris reuse and recycling facilities or sites.
 - d. The names and locations of trash disposal landfill facilities or sites.
 - e. Documentation that the facilities or sites are approved to receive the materials.
- B. Waste Identification: Indicate anticipated types and quantities of demolition waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: It is recommended, but not required to list each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL

- A. Hazardous and special wastes must be removed from the site in a timely manner and may not be stockpiled in quantities that exceed the size of the disposal container. Any material stockpiled must be handled in compliance with applicable local, state, and federal requirements. Containers with hazardous or special wastes must be labeled appropriately and those that remain onsite overnight must be locked and secured at all times. Hazardous and special wastes shall be characterized, manifested, and transported to the appropriate offsite disposal facility in accordance with a waste management plan.
- B. Collection and Disposal of Hazardous, Special Wastes and White Goods: Work will include collection and disposal of air conditioning unit(s); furnaces; electronics (televisions, cable boxes, stereos, speakers, computers, computer monitors, microwaves, etc.); batteries (emergency lighting); white goods (washers, dryers, dishwashers, refrigerators, freezers, water heaters, humidifiers, dehumidifiers). The cost for this work is to include all necessary work to properly dispose or recycle of these wastes (i.e. necessary containers, transport, labels, manifests, and waste acceptance certification). The Contractor shall verify actual site conditions.
- C. Additional household hazardous wastes (home general special materials) are required to be properly handled, disposed and/or recycled. Example wastes may include, but are not limited to:
 - Automotive products (antifreeze, fluids, motor oil, oil filters, gasoline, polish and wax)
 - Batteries (home and vehicle) Electronics (TV, computers, laptops, cell phones, printers, fax machines, MP3 players, DVD/CD/tape players, and more)
 - Household cleaners (ammonia, drain cleaner, rust remover, tile/shower cleaner and more)
 - Universal materials (include mercury containing items: thermometers)
 - Paint products (oil-based paint, latex paint, spray paint, caulk, wood preservative, wood stain)
 - Garden chemicals (pesticides, herbicides, fertilizers, insecticides)
 - Sharps (needles and lancets)

- Swimming Pool Chemicals

3.2 PLAN IMPLEMENTATION

- A. General: Implement waste management plan, if developed. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Waste Management Coordinator: A waste management coordinator should be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator should be present at Project site full time for duration of demolition activities.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Division 01 Section 015000 "Construction Facilities and Temporary Controls" for controlling dust and dirt, environmental protection, and noise control.

3.3 COLLECTION

- A. Provide all necessary containers, bins and storage areas to facilitate effective waste management.
- B. Clearly identify containers, bins and storage areas so that recyclable materials are separated from trash and can be transported to respective recycling facility for processing.
- C. Hazardous wastes shall be separated, stored, disposed of according to local, state, federal regulations.

3.4 DISPOSAL

- A. Contractor shall be responsible for transporting and disposing of materials that cannot be delivered to a source-separated or mixed materials recycling facility to a transfer station or disposal facility that can accept the materials in accordance with state and federal regulations.
- B. Construction or demolition materials with no practical reuse or that cannot be salvaged or recycled shall be disposed of at a landfill or incinerator.

3.5 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for sale and donation: Not permitted on Project site.
- B. Salvaged Items for Owner's Use: Sally port gate from within buildings (see drawings)

3.6 RECYCLING DEMOLITION WASTE, GENERAL

- A. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.

- B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.7 RECYCLING DEMOLITION WASTE

- A. The below is provided for informational options to the Contractor. These procedures are considered recommendations and should not be considered requirements.
- B. Asphaltic Concrete Paving: Grind asphalt to maximum size ranging between 1-1/2-inch to 4-inches.
- C. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.
- D. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 - 1. Pulverize concrete to maximum size ranging between 1-1/2-inch to 4-inches.
- E. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 - 1. Pulverize masonry to maximum size ranging between 3/4-inch to 4-inches.
 - 2. Clean and stack undamaged, whole masonry units on wood pallets.
- F. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- G. Metals: Separate metals by type.
 - 1. Structural Steel: Stack members according to size, type of member, and length.
 - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- H. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
- I. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- J. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
 - 1. Separate suspension system, trim, and other metals from panels and tile and sort with other metals.
- K. Carpet: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
 - 1. Store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.

- L. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
- M. Plumbing Fixtures: Separate by type and size.
- N. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- O. Lighting Fixtures: Separate lamps by type and protect from breakage.
- P. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.
- Q. Conduit: Reduce conduit to straight lengths and store by type and size.

3.8 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 024116 - STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of existing buildings and applicable appurtenances.
 - 2. Removing below-grade construction, as specified.
 - 3. Coordinating with utility companies, Owner and City of Jefferson
 - 4. Disconnecting, capping or sealing, and abandoning in-place site utilities.
 - 5. Salvaging items for reuse by Owner.
 - 6. Removal of miscellaneous pavements, site structures, sidewalks and other site amenities as designed.
 - 7. Proper removal and disposal or recycling of all wastes.

1.2 SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Pre-demolition: If deemed necessary, video and date existing conditions of adjoining construction and site improvements, including finish surfaces, which might be misconstrued as damage caused by building demolition operations. Submit to Owner before the Work begins.
- C. Asbestos Containing Material Remediation Plan: Provide sequence for removal of identified asbestos containing building materials in relation to demolition. Also provide a description of procedures to be followed in the event that unexpected asbestos is found or previously non-friable asbestos material becomes crumbled, pulverized or reduced to powder.
- D. Landfill Records: Indicate receipt and acceptance of general and any special wastes by a landfill facility licensed to accept.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.3 DEFINITIONS

- A. Demolish: Completely remove and legally dispose of off-site.
- B. Recycle: Recovery of demolition waste for subsequent processing at a recycling facility.
- C. Salvage: Carefully detach and remove from existing construction, in a manner to prevent damage, and deliver to Owner at a specified location. Include fasteners or brackets needed for reattachment elsewhere as applicable. Items to be salvaged include an existing 1939 gate located within the building. This will be identified by the Owner prior to demolition.

1.4 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.

1.5 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.

1.6 PROJECT CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work. Some furnishings will remain that will require removal and disposal by the contractor.
- B. Buildings and parking lots immediately adjacent to demolition area may be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
 - 1. Provide not less than (48) Forty-eight hours' notice of activities that will affect operations of adjacent occupied buildings.
 - 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
 - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for buildings and structures to be demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 2. Before building demolition, Owner will remove the following items:
 - a. Non-attached furnishings and equipment
 - b. Selective attached furnishings at Owner's discretion
- D. Special Waste Materials:
 - 1. Asbestos Containing Materials (ACM) are present in or on the building (see Exhibit A-Asbestos Inspection). Asbestos abatement is part of the project (see Section 028213 Asbestos Abatement).
 - 2. Lead based paint materials may be encountered during the demolition and shall be removed.

- a. The Contractor will be required to remove and properly dispose of these materials in accordance with applicable State and Federal regulations governing the handling of these materials.
- E. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.
- F. On-site storage or sale of removed items or materials is not permitted.

1.7 COORDINATION

- A. Arrange demolition schedule so as not to interfere with on-site operations of other Contractors.
- B. Significant coordination efforts can be expected between the Asbestos Abatement Subcontractor and the Demolition Contractor. The bid shall include all costs associated with any coordination efforts necessary to complete the entire project.
- C. Schedule construction operations in sequence required to obtain the best results where a portion of one part of the Work depends on other portions of the Work.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Coordinate and verify that utilities have been disconnected and capped at the building line before starting demolition operations.
- B. Review Original Building Plans if available of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Original Building Plans.
- C. Inventory and record the condition of items to be removed and salvaged.
- D. Coordinate and verify that any asbestos, special waste or hazardous materials have been remediated in areas of demolition before proceeding with building demolition operations.

3.2 PREPARATION

- A. Refrigerant: Remove refrigerant from any mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition. Small appliances (refrigerators and drinking water fountains) may be removed prior to or after removal of refrigerant. If the refrigerant is not removed prior to removal of equipment from the site, the final person in the disposal chain is responsible for ensuring that refrigerant is recovered from equipment before its final disposal. Final disposal documents shall be submitted to the

Architect/Engineer. Statements for disposal of small appliances from which refrigerant has been removed must include date of recovery, and the name, address, and signature of the technician. Statements shall be submitted to the Architect/Engineer.

- B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities at the building line of structures to be demolished.
 - 1. Contractor shall coordinate with the Owner to arrange to shut off indicated utilities.
 - 2. Arrange to shut off indicated utilities with utility companies.
 - 3. Assure the removal, relocation, or abandonment of utility services will not affect adjacent occupied buildings.
 - 4. Cut off pipe or conduit at the building line. Cap, valve, or plug and seal remaining portion of pipe or conduit according to requirements of authorities having jurisdiction.
- C. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of demolition.
- D. Salvaged Items: Comply with the following:
 - 1. Clean salvaged items of dirt and demolition debris.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure designated area on site for Owner transport.
 - 4. Protect items from damage during removal and storage.

3.3 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, pavements, loading docks, building entries, and other building facilities designated to remain during demolition operations. Maintain exits from existing buildings.
- B. Existing Utilities: Maintain utility services and infrastructure to remain and protect from damage during demolition operations.
 - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
 - 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
 - a. Provide at least 48 forty-eight hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction, and as indicated.
 - 1. Protect adjacent buildings and facilities from damage due to demolition activities.
 - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 - 3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
 5. Protect foundations, walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
- D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.4 DEMOLITION, GENERAL

- A. General: Demolish indicated existing buildings completely, unless otherwise noted. Use methods required to complete the Work within limitations of governing regulations.
- B. Do not remove structural members or supports that will affect the structural integrity of areas adjacent to our outside of the designated area being demolished.
1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 2. Maintain fire watch during and for at least one hour after flame cutting operations.
 3. Maintain adequate ventilation when using cutting torches.
 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- D. Explosives: Use of explosives is not permitted.

3.5 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.

- C. Below-Grade Construction: Remove all building foundation walls, footings, within the exterior walls, stoops, adjacent stairs and retaining walls and other below-grade construction. Maintain exterior foundation walls where basements exist to support surrounding grades.
- D. Attachments: Remove building overhangs, canopies, downspouts, stoops, adjacent stairs and retaining walls and other above-grade construction.
- E. Existing Utilities: Remove existing utilities and below-grade utility structures within the exterior walls of the building. Utilities shall be removed and soils excavated for the removals shall be disposed offsite.

3.6 SITE RESTORATION

- A. Below-Grade Areas: Resulting excavations shall be backfilled in accordance with backfill requirements in Division 31.
- B. Site Grading: Site grading shall be completed per the plans and in accordance with Earthwork requirements in Division 31.

3.7 REPAIRS

- A. Promptly repair damage to adjacent buildings, walkways, parking areas, etc. caused by demolition operations.

3.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved 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.
- B. Do not burn demolished materials.

3.9 CLEANING

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

END OF SECTION 024116

SECTION 02 82 13.19

ASBESTOS ABATEMENT

1. General

1.1. SCOPE

1.1.1. 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 conduct the provisions of the Contract. The work of the Contract can be summarized in the following section. Compliance with all applicable Federal, State, and local regulations and 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 Contractor.

1.2. DESCRIPTION

1.2.1. Furnish all labor, materials, services, insurance, and equipment in accordance with the most stringent requirements of EPA and OSHA and all other applicable regulatory agencies, to complete the removal of asbestos-containing materials as described in the Summary of Work.

1.3. BASE BID ITEMS The BASE BID will consist of the following items.

1.3.2. Asbestos abatement of approximately 180 square feet of asbestos containing 9-inch by 9-inch floor tile and associated mastic located within room 108.

1.3.3. Asbestos abatement of approximately 120 Linear feet of asbestos containing 4" Air Cell pipe insulation.

1.3.4. Asbestos abatement of approximately 22 windows with asbestos containing window glazing.

1.3.5. Asbestos abatement of approximately 350 Linear feet of asbestos containing expansion joint caulking.

1.4. TERMINOLOGY (Definitions)

1.4.1. ABATEMENT: Procedure to control fiber release from asbestos containing building materials.

FOR THIS PROJECT:

- 1.4.1.1. REMOVAL - All herein specified procedures necessary to remove asbestos-containing materials from an area and dispose of the materials at an acceptable site in an acceptable manner.
- 1.4.1.2. POST-REMOVAL SURFACE ENCAPSULATION: Procedures necessary to coat surfaces from which asbestos-containing materials have been removed to control any residual fiber release.
- 1.4.1.3. AIR LOCK: A system for permitting ingress or egress without permitting air movement from a contaminated area into an uncontaminated area, typically consisting of two curtained doorways at least 3 feet apart.
- 1.4.1.4. AIR MONITORING: The process of measuring the fiber content of specific volume of air in a stated period of time. For this project, NIOSH Analytical Method 7400 "A" Counting Rules shall be used. When "aggressive" air sampling is specified, blowers/fans are used to disperse any remaining settled fibers into the air during final clearance sampling.
- 1.4.1.5. AMENDED WATER: Water to which a wetting agent or surfactant has been added to reduce water surface tension and thereby provide a more rapid saturation.
- 1.4.1.6. AUTHORIZED VISITOR: The Owner Project Representative, his designee, or a representative of any regulatory or other agency having jurisdiction over the project.
- 1.4.1.7. BUILDING OWNER: State of Missouri office of Administration, or an authorized representative.
- 1.4.1.8. CURTAINED DOORWAY: An assembly designed to allow ingress and egress from one room to another while permitting minimal air movement between the rooms. It is typically constructed by placing three overlapping sheets of opaque 6-mil polyethylene over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.
- 1.4.1.9. FULL STAGE DECONTAMINATION ENCLOSURE SYSTEM: A series of connected rooms with air locks between any two adjacent rooms, for the decontamination of workers and/or materials and equipment, constructed or moved onto site.
- 1.4.1.10. DECONTAMINATION AREA: An area adjacent to work area, for the decontamination of workers and/or materials and equipment, constructed or moved onto site.

- 1.4.1.11. EQUIPMENT DECONTAMINATION UNIT: Decontamination enclosure system for materials and equipment, typically consisting of a designated area of the work area (wash-down station), a washroom, a holding room, a container room, and an uncontaminated area.
- 1.4.1.12. GROSS ABATEMENT AREA: An asbestos removal area that is sealed and fully contained in polyethylene sheeting. Workers enter the abatement area through a decontamination enclosure system.
- 1.4.1.13. PERSONNEL DECONTAMINATION UNIT: A decontamination enclosure system for workers, typically consisting of a designated area of the work area (gross contaminant removal station), an airlock, an equipment room, an air lock, a shower, an air lock, and a clean room.
- 1.4.1.13.1. Equipment Room: A contaminated area or room in the personnel decontamination enclosure system with provisions for storage of contaminated clothing and equipment.
- 1.4.1.13.2. Shower Room: A room between the two air locks in the personnel decontamination enclosure system with hot and cold running water, soap and shampoo that is suitably arranged for complete showering during decontamination.
- 1.4.1.13.3. Clean Room: An uncontaminated area or room that is part of the worker decontamination unit with provisions for storage of workers' street clothes and protective equipment.
- 1.4.1.14. FIXED OBJECT: A unit of equipment or furniture inside the work area that cannot be removed from the work area without dismantling.
- 1.4.1.15. HEPA FILTER: A high efficiency particulate air (HEPA) filter capable of collecting and retaining 99.97% of monodispersed particles greater than or equal to 0.3 microns in diameter.
- 1.4.1.16. HEPA VACUUM EQUIPMENT: High efficiency particulate air filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining monodispersed particles greater than or equal to 0.3 microns in diameter.
- 1.4.1.17. NEGATIVE AIR PRESSURE EQUIPMENT: A local exhaust system, capable of maintaining a constant, low velocity air flow through the Decontamination Unit and into the Work Area from adjacent uncontaminated areas and exhausting that air outside the building through HEPA filters.
- 1.4.1.18. NIOSH: National Institute for Occupational Safety and Health.
- 1.4.1.19. ON-SITE REPRESENTATIVES: The Owner's full-time

representative, responsible for air monitoring and enforcement of the specifications and the contractor's representative, responsible for full-time duties outside the containment.

1.4.1.20. PLASTICIZING: Procedures necessary for an airtight seal, using polyethylene sheeting, adhesives, and/or taping.

1.4.1.21. POST REMOVAL ENCAPSULATION: A liquid material which can be applied to surfaces from which asbestos containing materials have been removed to control the possible release of residual asbestos fibers, either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components (penetrating encapsulant).

1.4.1.22. SURFACTANT: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

1.4.1.23. WET CLEANING/WIPING: The process of eliminating contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.

1.5. **EXISTING CONDITIONS**

1.5.1. This section is intentionally left blank

PART 2 EQUIPMENT AND MATERIALS

2.1. Prior to commencement of work, the workers shall be instructed and shall be knowledgeable on the hazards of asbestos exposure, use and fitting of respirators, protective clothing, decontamination procedures, and all aspects of asbestos work procedures. Workers shall have medical examinations. The Contractor is solely responsible for enforcing personnel protection requirements. These specifications provide only a minimum acceptable standard for each phase of operation. Provide workers with personally issued and marked respiratory equipment approved by NIOSH and accepted by OSHA. In lieu of a current negative exposure assessment (NAE), gross removal work to be performed in Type "C" respirators shall be pressure demand with full facepiece with a minimum protection factor of 1,000. Air supply for Type "C" shall be, at minimum, grade "D" in compliance with OSHA 1910.134. The Contractor shall provide sampling and testing of air in the presence of the Owners Representative when requested to do so. Air supply of Type "C" removal operations shall be a positive pressure, externally supplied, compressed air system, incorporating enough high-pressure automatic air storage within an ASME certified air "bank" to provide each individual online in the work area with sufficient air supply for decontamination in the event of a system failure. For this project, approved air systems are: "E-Z

Airline Supplied Air Respirator" Scott Safety
4320 Goldmine Road
Monroe, NC 28110
or approved equivalent

2.2.3.2. The compressed air system for removal workers shall incorporate a compressor failure alarm, high-temperature alarm, a continuous carbon-monoxide monitoring device, and in-line purifying sorbent beds and filters to deliver air free of water, oil, odors, vapors, and particulates. Contractor shall comply with all applicable codes and regulations that apply to the operation of such system.

2.2.4. WHERE NOT IN VIOLATION OF NIOSH AND OSHA REQUIREMENTS, THE CONTRACTOR SHALL PROVIDE, AS A MINIMUM, THE FOLLOWING RESPIRATOR PROTECTION FOR EACH PHASE OF OPERATION:

2.2.5. Pre-cleaning/Wet Wiping of Area: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.

2.2.6. Plastic Installation: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.

2.2.7. Asbestos Removal and Cleanup: NIOSH powered air-purifying respirator (PAPR), Full-face equipped with HEPA cartridges.

2.2.8. Asbestos Removal for Glove Bag, Flooring, Roofing Materials, and Debris Cleanup: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.

2.2.9. Plastic Removal: NIOSH half-face dual cartridge respirators equipped with HEPA filters.

2.2.10. Loading Waste Material on Truck (outside work area): NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.

2.2.11. Unloading Bags at Landfill: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.

2.2.12. The above schedule is minimum respiratory protection acceptable. Should any condition, for any reason, be encountered where the exposure level, after application of the appropriate protection factor of the respiratory equipment in use, exceeds the Permissible Exposure Limit (PEL) of 0.1 f/cc, then the Contractor must substitute respiratory equipment with protection factors which reduce worker exposure levels below 0.1 f/cc. Should any such condition come to the Owner's Representative attention, the right is reserved to require the use of respiratory equipment with higher protection factors for any or all phases of the work.

2.2.13. No visitors shall be allowed in work area, except as authorized by the

Owners Representative. Provide authorized visitors with Powered Air Purifying Respirators with fresh cartridges or a Type "C" respirator, depending on phase of operation, whenever they are required to enter the work area, to a maximum of 4 per day.

2.2.14. During Type "C" gross removal operations, one open airline shall be maintained at all times. Removal of a worker to provide this line will not be acceptable.

2.2.15. Provide workers with sufficient sets of disposable protective full-body clothing. Such clothing shall consist of full-body coveralls, footwear, and headgear as manufactured by Kimberly Clark "Kleenguard", one-piece coveralls or equivalent.

2.2.16. Provide eye protection and hard hats as required by applicable safety regulations. Reusable type protective clothing and footwear intended for reuse shall be left in the Equipment Room until the end of the asbestos abatement work at which time such items shall be disposed of as contaminated waste.

2.2.17. Provide authorized visitors with suitable protective clothing, headgear, footwear, and gloves as described above whenever they are required to enter the work area.

3. MATERIALS

3.1. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.

3.2. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.

3.3. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be disposed of in accordance with applicable regulations.

3.3.1. PLASTIC SHEETING: A minimum of 2 layers of 6-mil for floor and two layers of 4-mil for walls, in sizes to minimize the frequency of joints.

3.3.2. TAPE: Capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheets to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water, duct tape, poly prep tapes or approved equal.

3.3.3. ADHESIVES: Capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.

3.3.4. CAULKS: As specified or approved.

3.3.5. SURFACTANT: Use "Penewet" by Fiberlock Technologies, Andover, Maryland, or approved equal. Prior to bidding, the Contractor shall be responsible for verifying that this surfactant is compatible with the materials to be removed and their substrates. If found to be incompatible, the Contractor shall supply suitable wetting agents at no extra cost to the Owner.

3.3.6. IMPERMEABLE CONTAINERS: Suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site. The containers shall be labeled in accordance with OSHA Regulation 29 CFR 1926.1101 and NESHAP's. Containers must be both air and watertight and must be resistant to damage and rupture. The containers shall be a pair of 6-mil polyethylene bags. Oversized or irregularly shaped waste material shall be wrapped in two layers of polyethylene sheeting, taped and labeled.

3.3.7. WARNING LABELS AND SIGNS: As required by OSHA regulation 29 CFR 1926.1101 and NESHAP Title 40 Part 61.

3.3.8. GLOVE BAGS: "Avail" by Grayling Industries or approved equal.

3.3.9. MASTIC REMOVAL SOLVENT: Solvent capable of removing mastic using hand pressure accompanied by hand tools. Solvent must not meet EPA's characteristics of hazardous waste and must be of low odor. Safety Data Sheets (SDSs) must be available on demand.

3.3.10. OTHER MATERIALS: Provide all other materials, such as, but not limited to lumber, plywood, nails, and hardware, which may be required to properly prepare and complete the project.

3.4. **TOOLS AND EQUIPMENT**

3.4.1. Provide suitable tools for asbestos removal.

3.4.2. Water Sprayer: Airless or a low-pressure sprayer for amended water application as applicable.

3.4.3. Air-Purifying Equipment: High Efficiency Particulate Air Filtration Systems (HEPA) shall comply with ANSI Z9.2-79. No air movement system or air equipment should discharge asbestos fibers outside the work area. Thus, the negative air unit shall be equipped with a three-filter bank with the last being the HEPA filter capable of removing 99.97% of monodispersed particles greater than or equal to 0.3 microns in diameter or larger.

3.4.4. Paint/Encapsulant Sprayer: Airless.

3.4.5. Scaffolding: As required to accomplish the specified work and meet all

applicable safety regulations.

3.4.6. Vacuums: Use HEPA type such as Nilfisk GD930, or approved equal.

3.4.7. Other tools and equipment as necessary.

4. EXECUTION OF ABATEMENT

4.1. POSTING OF THE PROJECT

4.1.1. Post caution signs in and around the work area to comply with OSHA regulation 29 CFR 1926.1101 and in compliance with all other Federal, State, and Local requirements.

4.2. WORK AREA PREPARATION

4.2.1. The Contractor, in coordination with the Owner, shall shut down electric power to work areas.

4.2.2. The Contractor, in coordination with the Owner, shall shut down or isolate heating, cooling, and ventilating air systems to the work areas.

4.2.3. Remove all removable items and equipment from the work areas prior to the beginning of work by the contractor.

4.3. WORK AREAS - WORK BY CONTRACTOR

4.3.1. FULL ENCLOSURE: for gross abatement of friable asbestos-containing materials.

4.3.1.1. Preclean fixed objects within the work area, first using HEPA vacuum equipment and then wet cleaning methods as appropriate, and completely enclose with minimum 6-mil thick plastic sheeting sealed with tape.

4.3.1.2. Clean the work area first using HEPA vacuum equipment and then wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not use HEPA vacuum equipment on wet surfaces unless units are specially constructed for wet/dry use.

4.3.1.3. Seal off all critical barriers, including but not limited to windows, corridors, doorways, skylights, ducts, grilles, diffusers, and any other penetrations of the work areas, with 6-mil plastic sheeting sealed with tape. Open doorways and corridors with direct access to occupied areas shall be sealed with double barriers as described in paragraph 3.5 of this section. These critical barriers shall remain in place until demolition.

4.3.1.4. Cover floor first (except for floor covering removal) and then wall

surfaces with plastic sheeting completely sealed with tape at all edges and with adhesive and tape at all joints. Use a minimum of two layers of 6-mil plastic on floors (except for floor covering removal) and all fixed horizontal surfaces. Cover floors first so that plastic extends at least 12 inches up on walls, then cover walls with a layer of 4-mil thick plastic sheeting to the floor level, thus overlapping the floor material by a minimum of 12 inches. The Contractor shall assume responsibility for all damage to carpet, floor tile, hard wood, or other flooring that occurs during the construction period.

4.3.1.5. Build full stage decontamination units (defined in 3.4 of this section) at one entrance to the work area.

4.3.2. FULL ENCLOSURE: for gross abatement of non-friable asbestos-containing materials not considered to be small-scale short duration abatement.

4.3.2.1. Preclean fixed objects within the work area, first using HEPA vacuum equipment and then wet cleaning methods as appropriate, and cover with plastic sheeting.

4.3.2.2. Clean the work area first using HEPA vacuum equipment and then wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not use HEPA vacuum equipment on wet surfaces unless units are specially constructed for wet/dry use.

4.3.2.3. Seal off all openings, including but not limited to windows, corridors, doorways, skylights, ducts, grilles, diffusers, and any other penetrations of the work areas, with 6-mil plastic sheeting sealed with tape. Open doorways and corridors with direct access to occupied areas shall be sealed with double barriers as described in paragraph 3.5 of this section. These critical barriers shall remain in place until demolition.

4.3.2.4. To meet regulations, build full stage decontamination units or set up a decontamination area at entrances to and exits from the work areas as defined in 3.4 of this section.

4.3.3. MINI CONTAINMENT: for the gross abatement of small quantities of friable asbestos-containing materials and glovebag operations.

4.3.3.1. Use a minimum of two layers of 6-mil plastic sheeting to construct wall and ceiling surfaces. Cover floors with two layers of 6-mil plastic sheeting (except for floor covering removal), completely seal all edges and joints with adhesive and tape. These critical barriers shall remain in place until completion.

4.3.3.2. Triple flap entrance to and from work area.

- 4.3.3.3. Set up a decontamination area (defined in 3.4 of this section) at entrance to and from the work area.
- 4.3.4. Prior to commencing abatement work, shut down and isolate heating, cooling, and ventilating air systems (HVAC) to prevent contamination and fiber dispersal to other areas of the building. Seal vents within the work area with tape and 6-mil plastic sheeting.
- 4.3.5. Set up and start negative air pressure as defined by 4.11.
- 4.3.6. Maintain and mark emergency exits from the work areas or establish alternate exits satisfactory to the owner and local fire department.
- 4.3.7. Outside areas, friable glovebag removals of three square/linear feet or less, dismantling, and non-friable small-scale short duration abatement areas shall be cordoned off with barrier tape and appropriate warning signs posted. A decontamination area (defined in 3.4 of this section) shall be set up at the entrance to and from the work area.

4.4. **DECONTAMINATION ENCLOSURE SYSTEMS**

- 4.4.1. GENERAL: For gross abatement of friable asbestos-containing materials, the Contractor shall use prefabricated portable decontamination units acceptable to EPA and OSHA that are connected to the work area with framed-in or accordion style tunnels, lined with plastic and sealed with tape at all joints in the plastic, or construct custom decontamination units once on-site.
- 4.4.2. ACCESS: In all cases, access between contaminated rooms or areas shall be through an air lock. In all cases, access between any two rooms within the decontamination enclosure systems shall be through an air lock.
- 4.4.3. FULL STAGE DECONTAMINATION ENCLOSURE SYSTEM: Construct a worker decontamination enclosure system contiguous to the work area consisting of three totally enclosed chambers as follows:
 - 4.4.3.1. An equipment room with two curtained doorways, one to the work area and one to the shower room.
 - 4.4.3.2. A shower room with two curtained doorways, one to the equipment room and one to the clean room. The shower room shall contain at least one shower with hot and cold or warm water with individual shut-off valves and backflow check valves inside the showers. Careful attention shall be paid to the shower enclosure to insure against leakage of any kind. Ensure a supply of soap at all times in the shower room. Drainage from showers shall be disposed of as contaminated water or filtered as specified below.
 - 4.4.3.3. Wastewater containing asbestos, including drainage from

decontamination showers, shall be either disposed of as contaminated waste or filtered in accordance with the following requirements prior to introduction into the sanitary sewer system.

4.4.3.3.1. Filter water using three in-line filter cartridges with 2" inlets and outlets. The outlet of each filter cartridge shall be connected in series to the inlet of the next cartridge. The first cartridge shall contain 100-micron prefilters and the second and third cartridge shall contain 25-micron filters and the final cartridge shall contain 5-micron filters.

4.4.3.3.2. Spare filters of three sizes shall be maintained at the site at all times to replace prefilters during cleaning.

4.4.3.3.3. When the prefilters become clogged replace with spares, dispose of accumulated debris as contaminated waste, and wash out the prefilters in the shower, allowing the drainage from the cleaning operation to go through the filtration system.

4.4.3.3.4. When the final filters become clogged, remove the filters, replace with new and dispose of the clogged filters as contaminated waste.

4.4.3.3.5. Provide a holding tank for contaminated wastewater as required to prevent backup of water into shower when the amount of water generated exceeds the flow rate of the filters.

4.4.3.3.6. Hoses will be equipped with backflow check valves

4.4.3.3.7. A clean room with one curtained doorway into the shower and one entrance or exit to non-contaminated areas of the building. The clean room shall have sufficient space for storage of the workers' street clothes, towels, and other non-contaminated items.

4.4.3.3.8. If decontamination unit is outside, cover in 1/2" plywood and have a securable door.

4.4.3.3.9. The contractor is required to practice appropriate housekeeping of the decontamination unit at all times, keeping it free of accumulated waste and debris.

4.4.4. EQUIPMENT DECONTAMINATION ENCLOSURE SYSTEM: Provide or construct an equipment decontamination enclosure system consisting of two totally enclosed chambers as follows:

4.4.4.1. A washroom, constituting an air lock, with a curtain doorway to a designated area of the work area and a curtained doorway to the holding area.

- 4.4.4.2. A holding area, constituting an air lock, with a curtained doorway to the washroom and a curtained doorway to the uncontaminated area.
- 4.4.4.3. Contractor may elect to construct equipment decontamination unit on side of equipment room of worker decontamination unit.
- 4.4.4.4. If equipment decontamination unit is outside, cover in 1/2" plywood and have a securable door.
- 4.4.5. Small-scale short duration projects, dismantling, glovebag removals, and non-friable abatements do not require a full three stage decontamination unit. The decontamination unit shall meet regulations.
 - 4.4.5.1. The Contractor shall establish a decontamination area that is adjacent to the regulated area for decontamination of employees and their equipment. Use of portable decontamination units acceptable to EPA and OSHA may be used. At a minimum the decontamination shall consist of an area covered by an impermeable drop cloth on the floor or horizontal-working surface of sufficient size to accommodate cleaning of equipment and removing personal protective equipment without spreading contamination.
 - 4.4.5.2. A HEPA equipped vacuum shall be used to clean debris from protective clothing.
 - 4.4.5.3. Water sprayers will be available for workers to clean with.
 - 4.4.5.4. Entry to and exit from the regulated area shall be through the decontamination area.

4.5. SEPARATION OF WORK AREAS FROM NON-WORK AREAS

- 4.5.1. The work areas are to be separated from non-work areas by temporary barriers. The barriers are to meet regulation requirements for the asbestos containing materials being abated. Small-scale short duration projects, dismantling, and minor glovebag operations require a minimum of barrier tape separating the work area from the non-work area.
- 4.5.2. FULL ENCLOSURE: for gross abatement of friable asbestos-containing materials.
 - 4.5.2.1. Temporary barriers for corridors, doorways, and cased openings not to be used for passage shall be sealed with wood or metal studs, 16" o.c., faced with 3/8" plywood sheathing on the work area side only. Edges of the partition at floors, walls, and ceilings shall be caulked airtight. Cover both sides of the partition with 2 layers of 6-mil polyethylene sheeting. Tape and caulk as required to provide an airtight seal.

- 4.5.2.2. Separation of work areas, adjacent to occupied areas shall require a second outer barrier, framed as described above, and covered with two layers of polyethylene. These barriers shall be separated by a minimum of 6 feet. Provide a curtained doorway in the outer partition for access for air monitoring purposes.
- 4.5.2.3. Visual separation shall be accomplished at all "see-through" locations using opaque polyethylene. This separation shall not be incorporated within the other seals involved on this project.
- 4.5.2.4. Not less than one temporary partition or seal shall contain a clear viewing area that is 18 inches or more in height and width and installed in a manner that will allow direct visual observation of the work area from a location outside of the work area.
- 4.5.3. FULL ENCLOSURE: for gross abatement of non-friable asbestos-containing materials not considered to be small-scale short duration abatement.
 - 4.5.3.1. Temporary barriers shall seal off all openings, including but not limited to windows, corridors, doorways, skylights, ducts, grilles, diffusers, and any other penetrations of the work areas, with 6-mil plastic sheeting sealed with tape. Open doorways and corridors with direct access to occupied areas shall be sealed with double barriers. These critical barriers shall remain in place until after the area is deemed free of asbestos contaminants.
- 4.5.4. MINI CONTAINMENT: for the gross abatement of small quantities of friable asbestos-containing materials and glovebag operations over 3 linear feet.
 - 4.5.4.1. Temporary barriers shall be a minimum of two layers of 6-mil plastic sheeting constructed to create walls, ceiling, and floor (except for floor covering removal), completely sealed with adhesive and tape at all edges and joints. These critical barriers shall remain in place until after the area is deemed free of asbestos contaminants.
- 4.5.5. During outside work, close or cover with six-mil plastic sheeting all exterior openings, to the interior of the building, within 50 feet of work area on exterior of building.
- 4.5.6. At the beginning of each work shift and throughout removal, all seals and critical barriers shall be inspected, and if not found in proper condition, repaired immediately.

4.6. **MAINTENANCE OF DECONTAMINATION ENCLOSURES**

4.6.1. FULL STAGE DECONTAMINATION ENCLOSURE SYSTEM

- 4.6.1.1. At the beginning of each work shift and throughout removal, all seals and curtained doorways shall be inspected, and if not found in proper condition, repaired immediately.
- 4.6.1.2. Soap and shampoo shall be in the showers at all times.
- 4.6.1.3. Fresh towels shall be available at all times.
- 4.6.1.4. Provide storage for wet and dry towels.
- 4.6.1.5. Ensure that the drainage filtering systems are kept clean and operable at all times.
- 4.6.1.6. At the end of each decontamination period, the shower, air locks, and clean room shall be cleaned and dried.
- 4.6.1.7. At the end of each work shift: Thoroughly disinfected; the filter bag (if applicable) shall be returned to the equipment room and first air lock shall be thoroughly HEPA vacuumed and wet cleaned.
- 4.6.2. Respiratory equipment shall be cleaned, repaired, and sanitized after each use.
- 4.6.3. Provide a disposal bag for contaminated filters.
- 4.6.4. All areas shall be kept clean and in order.
- 4.6.5. DECONTAMINATION AREA
 - 4.6.5.1. At the end of each work shift: Thoroughly disinfected, HEPA vacuumed, and wet cleaned. All debris and rubbish shall be removed, bagged, and disposed of as asbestos-containing materials.

4.7. WORKER PROTECTION - TO BE POSTED IN CLEAN AND EQUIPMENT ROOMS

- 4.7.1. All workers and authorized personnel, in order to enter the work area, shall:
 - 4.7.1.1. Full enclosure with gross removal of friable material: Remove all clothing, unless it is to remain in the equipment room for eventual disposal.
 - 4.7.1.2. Don appropriate protective clothing (coveralls, gloves, boots, etc.) before entering work area.
 - 4.7.1.3. Don the appropriate respiratory protection, following all training procedures and manufacturer's instructions. Hood shall be worn over respirator straps.

- 4.7.1.4. When in Type "C" equipment, once all of the above has been done, proceed to the shower. Reach into the air lock and obtain an air line from the hose rack. Plug in and check the equipment before proceeding any further.
- 4.7.2. FULL ENCLOSURE with gross removal of friable material: all workers and authorized personnel, in order to leave the work area, shall:
 - 4.7.2.1. Remove gross (visible) contamination from themselves and their equipment.
 - 4.7.2.2. Enter the equipment room and, keeping respirator in place, remove all protective clothing, including gloves and boots. Place contaminated clothing in the bag(s) provided. Store gloves and/or boots in their respective areas.
 - 4.7.2.3. Still wearing the respirator, proceed to the first air lock. Once inside, ensure all curtained doorways behind are properly closed.
 - 4.7.2.4. Respirator still in place, move into the shower room and rinse off thoroughly. If wearing dual cartridge respirators, make sure the cartridges are completely soaked before removing the respirator and disposing of cartridges in the container provided.
 - 4.7.2.5. If wearing Type "C" respirators, rinse off approximately 3' - 4' on airline, upper body and the respirator. Once complete; return the airline to the hose rack inside the air lock.
 - 4.7.2.6. Pass respirators into the second air lock (between shower and the clean room).
 - 4.7.2.7. Complete showering, thoroughly soaping, and shampooing.
 - 4.7.2.8. Proceed to the clean room, dry off, dress, and return respirator to the storage area.
 - 4.7.2.9. No smoking, eating, or drinking shall be allowed inside decontamination enclosures.
- 4.7.3. Small-scale short duration projects, dismantling, glovebag operations and outside work, all workers and authorized personnel, in order to leave the work area, shall:
 - 4.7.3.1. Remove gross (visible) contamination from themselves and their equipment. Work clothes must be cleaned with a HEPA vacuum before clothes are removed.
 - 4.7.3.2. All equipment and surfaces of containers filled with ACM must be cleaned prior to removing them from the work area.

4.8. **COMMUNICATIONS**

- 4.8.1. Provide an electronic communications system suitable for inside or outside, and inter-room communications, in order to monitor all activities within the work area and to readily transfer messages from one location to another.

4.9. **FIRE EXITS**

- 4.9.1. Designate and maintain emergency and fire exits from the work area in accordance with local codes and regulation. All exits shall be clearly marked with fluorescent tape or red enamel and shall be clearly visible from any part of the work area.

4.10. **SECURITY**

- 4.10.1. Make all necessary provisions for building security (for the duration of each project) for areas designated for this project.

4.11. **LOCATION AND ACTIVATION OF NEGATIVE AIR PRESSURE**

- 4.11.1. FULL ENCLOSURE: for gross abatement of friable and non-friable asbestos-containing materials.
- 4.11.2. Comply with paragraph J.2 of the EPA document, Guidance of Controlling Friable Asbestos-Containing Materials in Buildings, June 1985.
- 4.11.3. Provide one spare exhaust unit per three sites at all times. Spare exhaust units shall be of the same size and capacity as the largest operating units.
- 4.11.4. Suspend electrical cords off the floor and out of workers' way to protect the cords from damage from traffic, sharp objects, and pinching. Do not fasten cords with staples, and do not hang cords from nails or suspend with wire.
- 4.11.5. Provide number of exhaust units in each work area to provide at least one air change every 15 minutes in all locations of the work areas. Negative air units are assumed to draw 80% of their rated capacity. If it can be proven to the Project Representative that the units draw over 80% of their rated capacity, the calculated exchange rate may be altered.
- 4.11.6. Locate units so that make-up air enters the work area primarily through the decontamination facility and transverses the work area as much as possible. Use Section J.3 of the referenced standard as a guide.
- 4.11.7. Provide additional make-up air openings as shall be necessary to effectively move air through the work area and to avoid creating too high a pressure differential that would damage or cause collapse of temporary

barriers and plastic coverings. Provide inlets by making openings in the plastic sheeting near the ceiling and as far as possible from the exhaust units. Provide self-closing polyethylene flaps over the openings to prevent backflow of air from the contained area to the outside.

4.11.8. Provide minimum number of auxiliary make-up air openings to maintain negative pressure. A negative pressure differential of at least 0.02 inches of water shall be maintained at all times.

4.11.9. Vent all exhaust units to the outside of the building. Provide flexible or rigid duct as necessary to provide exterior venting and proper location of exhaust units. Ducts shall be completely sealed, in good repair, and protected from possible damage within the work area.

4.11.10. After the work area has been prepared, the decontamination facility set up, and the exhaust units installed, start the units (one at a time if more than one is provided). Visually check the direction of air movement through the openings in the barriers, and verify movement of air in all location of the work areas by use of ventilation smoke tubes. Adjust the location of exhaust units, or provide additional exhaust units for the work area if the test indicates inadequate or improper air movement.

4.11.11. After removal has begun, maintain operation of exhaust units continuously to maintain a constant negative pressure until decontamination of the work area is complete. Do not turn units off at the end of the work shift or when removal operations temporarily stop.

4.11.12. When a final inspection and the results of the final air monitoring tests indicate an acceptable level of airborne fibers, remove and dispose of prefilters and shut off the exhaust units. If the exhaust units are to be used in another work area, leave the final filter in place and seal all intake openings to the unit to prevent contamination due to asbestos fibers collected on the final filter. If the exhaust units are not to be used in other work areas, remove the final filter and dispose of as contaminated waste.

4.11.13. Change filters in exhaust units in accordance with manufacturer's recommendations and Paragraph J.3.2.2.1. of the reference standard or when there is obvious loss of negative pressure.

4.11.14. If dismantling of exhaust units results in visible dust on surfaces, replace filters, restart exhaust units, reclean surfaces and perform additional area air monitoring (at Contractor's expense) until the level of airborne fibers is acceptable as specified.

4.11.15. Dispose of all filters as asbestos-contaminated waste material as specified.

4.12. **MINI CONTAINMENT**

4.12.1.A HEPA vacuum may be used in place of an exhaust unit based on the size of containment and the amount of negative pressure produced.

4.13. **GLOVEBAG**

4.13.1. A HEPA vacuum shall be used to create negative pressure.

4.14. **EQUIPMENT REMOVAL PROCEDURES**

4.14.1. Clean external and internal surfaces of all non-fixed equipment and/or objects, prior to starting gross removal, by thoroughly wet wiping and/or rinsing, before moving such items into the Equipment Decontamination Unit for final cleaning and removal to uncontaminated areas.

4.14.2. Objects and equipment removed shall be stored in areas designated by the Owner.

4.15. **PREWORK INSPECTIONS**

4.15.1. Upon completion of all work area preparation and immediately before work is to begin, notify on-site representative that the work area is ready for inspection.

4.15.2. The Contractor shall not begin abatement work until the on-site representative has inspected the area and any deficiencies have been corrected.

4.16. **GROSS REMOVAL**

4.16.1. FULL ENCLOSURE: for gross abatement of friable asbestos-containing materials. Related Sections: 02 82 13.19 - 4.3 (Work Areas), 4.4 (Decontamination Enclosure Systems), 4.5 (Separation of Work Areas), 4.6 (Maintenance of Decontamination Unit), 4.7 (Worker Protection), 4.8 (Communication), 4.9 (Fire Exits), 4.10 (Security), 4.11 (Location and Activation of Negative Air Units), 4.12 (Equipment Removal), and 4.13 (Pre-work Inspection).

4.16.1.1. Any housing grills, vents, or penetrations concealing asbestos-containing materials shall be lowered and/or removed and protected to provide access to the materials. Replacement or reattachment of these shall be in a manner such that function and appearance is equal to or exceeds the original condition.

4.16.1.2. All fixtures, grills, clocks, intercom systems, and any other metal objects shall be protected from amended water. Surfactant will cause oxidation. Painted surfaces shall also be protected. Gauges or other items susceptible to rust shall be cleaned with an acceptable substitute such as isopropyl alcohol.

- 4.16.1.3. Spray asbestos-containing material with amended water, using spray equipment capable of providing a "mist" application to reduce the release of fibers. Saturate the material sufficiently to wet it to the substrate without causing excessive dripping. The use of high RPM power equipment, pressure washers, or hydroblasters shall not be acceptable without special permission from the Owners Representative. Remove the saturated asbestos material in small sections from all areas. Material drop shall not exceed fifteen feet (15'). For heights up to fifty feet (50'), provide inclined chutes to intercept drop. For heights exceeding fifty feet (50') provide enclosed, dust proof chutes. Material shall not be allowed to dry before placing in sealable polyethylene bags of 6-mil minimum thickness. All asbestos-containing material shall be removed thoroughly and totally. Nylon fiber brushes shall be used to clean asbestos fibers from rough surfaces. Any contaminated material capable of puncturing the polyethylene shall be packaged separately.
- 4.16.1.4. FULL ENCLOSURE: for gross abatement of non-friable asbestos-containing materials not considered to be small-scale short duration. Related Sections: 02 82 13.19 - 4.3 (Work Areas), 4.4 (Decontamination Enclosure Systems), 4.5 (Separation of Work Areas), 4.6 (Maintenance of Decontamination Unit), 4.7 (Worker Protection), 4.8 (Communication), 4.9 (Fire Exits), 4.10 (Security), 4.11 (Location and Activation of Negative Air Units), 4.12 (Equipment Removal), and 4.13 (Pre-work Inspection).
- 4.16.1.5. MINI CONTAINMENT: for gross abatement of friable asbestos-containing materials considered to be small-scale short duration. Related Sections: 02 82 13.19 - 4.3 (Work Areas), 4.4 (Decontamination Enclosure Systems), 4.5 (Separation of Work Areas), 4.6 (Maintenance of Decontamination Unit), 4.7 (Worker Protection), 4.8 (Communication), 4.9 (Fire Exits), 4.10 (Security), 4.11 (Location and Activation of Negative Air Units), 4.12 (Equipment Removal), and 4.13 (Pre-work Inspection). Maintain work areas free to accumulated asbestos-containing materials at all times. Keep waste materials wet until enclosed in sealed plastic bags.
- 4.16.1.6. Seal polyethylene bags airtight. Ensure that all contaminated materials are double bagged to yield a minimum covering of 12 mil before removed from the work area. Move the bagged material to the wash-down station adjacent to the equipment decontamination enclosure. Once inside the washroom, the bags shall be wet cleaned or HEPA vacuumed and passed into the holding room. Single bagged material shall be placed in a clean bag or into a lined drum. At no time shall a removal worker pass the curtained doorway between the holding room and the container room.
- 4.16.1.7. Once the removal has been completed, the Contractor is to notify

Consultant that the area is ready for visual inspection. Once it has been determined that no visible debris remains Consultant will initiate aggressive final air sampling. Consultant will provide final air sampling results to the Contractor and the Owner.

- 4.16.1.8. If testing results indicate fiber levels not acceptable by AHERA standards, the work area shall remain sealed until an acceptable concentration is obtained.

4.17. **GLOVE BAGS**

- 4.17.1. All glove bag work specified under this section shall be performed in compliance with OSHA regulation 29 CFR 1926.1101.

- 4.17.2. Related Sections: 02 82 13.19 - 4.3 (Work Areas), 4.4 (Decontamination Enclosure Systems), 4.5 (Separation of Work Areas), 4.6 (Maintenance of Decontamination Unit), 4.7 (Worker Protection), 4.8 (Communication), 4.9 (Fire Exits), 4.10 (Security), and 4.13 (Pre-work Inspection).

- 4.17.3. Any further use of glovebags other than what is listed in the Summary of Work Section will be made during the Design and Planning Meeting.

- 4.17.4. The Contractor shall be required to arrange equipment to protect it with polyethylene sheeting. The Contractor shall build a mini containment or rope off an area at least twenty-five feet (25') on all sides of glove bag work location to restrict personnel movement during the removal (4.3 and 4.5 of this section) process and post the proper caution signs. The requirement is based on occupancy, location of the abatement activity, and quantity to be removed; a decision will be made during the Design and Planning Meeting.

- 4.17.5. Pre-clean and protect floors, walls, and surrounding area as necessary, within the work area with 6-mil polyethylene sheeting, tape and/or adhesives. As a minimum, extend polyethylene one foot horizontally in all directions for each vertical foot from floor to material height.

- 4.17.6. FULL ENCLOSURES or MINI CONTAINMENTS: For Large-scale glovebag removals or if excessive friable debris is present.

- 4.17.6.1. Establish air filtration equipment, exhausted outside the building as stated in 4.11.

- 4.17.6.2. Seal all opening, doors, vents, windows, and other penetrations of the work area with 6-mil polyethylene sheeting.

- 4.17.6.3. If fiber levels found on the personal samples during glove bag removal exceed 0.01 f/cc and methods to reduce the excess prove futile, the Contractor shall remove the insulation under "gross

removal" conditions with full plastic sheeting, decontamination unit, negative air filtration, etc. at the discretion of the Consultant.

4.17.7. Using approved glovebags in strict accordance with the manufacturer's instructions, workers in full protective body clothing and respirators may begin removal of pipe insulation or other friable asbestos-containing material as per the following, or manufacturer's instructions. In case of conflict, the more stringent provisions shall apply.

4.17.7.1. Cut the sides of the glove bag to fit the size of pipe you will be working on and insert the tools you will need into the attached tool pocket.

4.17.7.2. Attach the glove bag to the working area by folding the open edges together and sealing with staples and tape. Any additional support that may be necessary to support the weight of the debris shall be provided.

4.17.7.3. Seal edges of the glove bag around the working area with tape or adjustable straps to form a tight seal. Slice open the side port to allow entry of the wetting tube and HEPA vacuum hose. Insert the nozzle from the portable sprayer, seal around it with tape, and thoroughly wet the area to be removed.

4.17.7.4. Insert arms into the armholes and gloves and proceed to remove asbestos from the elbow, valve fitting or pipe. At locations where the insulation rests directly on pipe hangers or supports, the Contractor shall re-support the pipe by shimming with wood blocks or other suitable materials. Continue wetting the material as required. Thoroughly wet the remaining pipe and insulation material from the pipe or fitting. Cut back fiberglass six inches from asbestos to eliminate asbestos contamination. When the job has been completed, remove the spray nozzle, insert the HEPA vacuum nozzle, and turn on the HEPA vacuum to remove air from the bag.

4.17.7.5. With the air removed from the glove bag, squeeze the bag tightly as close to the top as possible and twist seal and tape to keep the asbestos material safely at the bottom of bag. Turn off the HEPA vacuum, remove the hose from the side port, and seal the side port with tape.

4.17.7.6. Cut and remove the glove bag from the working area and place it into another plastic bag. Move bags to holding area of disposal storage unit.

4.17.7.7. Mist surfaces of protective polyethylene and carefully fold inward. Proceed to HEPA vacuum the work area for any residual materials and seal the exposed edges and piping with the proper encapsulant sealant.

4.17.7.8. Once the removal has been completed, the Contractor is to notify Consultant that the area is ready for visual inspection. Once it has been determined that no visible debris remains, the consultant will initiate final air sampling.

4.17.7.9. If testing results indicate fiber levels not acceptable by AHERA, the work area shall remain sealed until an acceptable concentration is obtained.

4.17.7.10. All cleaning shall be accomplished using wet methods and/or HEPA vacuuming equipment.

4.17.7.11. Replace objects that were moved to temporary locations in the course of the work, to their previous locations.

4.18. CLEAN-UP OF ASBESTOS-CONTAINING DEBRIS

4.18.1. Related Sections: 02 82 13.19 - 4.3 (Work Areas), 4.4 (Decontamination Enclosure Systems), 4.5 (Separation of Work Areas), 4.6 (Maintenance of Decontamination Unit), 4.7 (Worker Protection), 4.8 (Communication), 4.9 (Fire Exits), 4.10 (Security), 4.11 (Location and Activation of Negative Air Units), 4.12 (Equipment Removal), and 4.13 (Pre-work Inspection).

4.18.2. Pre-clean and remove all objects from over, near, and around the debris and store in area designated by the Owner.

4.18.3. For removal of friable material over three (3) cubic feet or non-friable material not considered to be small scale short duration shall seal off all openings, including but not limited to corridors, doorways, skylights, ducts, grills, diffusers, and any other penetrations of the work areas, with 6-mil plastic sheeting sealed with tape. Open doorways and corridors with direct access to occupied areas shall be sealed with double barriers as described in 3.5 of this section. These critical barriers shall remain in place until the area has met the clearance criteria set forth in AHERA.

4.18.4. For removal of friable material under three (3) cubic feet and non-friable material considered to be small-scale short duration abatement, rope off an area at least twenty-five feet (25') on all sides from work location to restrict personnel movement during the removal process and post the proper caution signs.

4.18.5. Construct a decontamination unit (4.4) to meet regulations at the entrance to the work area.

4.18.6. Post required warning signs.

4.18.7. Establish negative pressure as stated in 4.11.

4.18.8. Wet the debris with amended water. Do not allow the water to penetrate to the floors below.

4.18.9. Using HEPA vacuums and wet cleaning methods remove the debris.

4.18.10. Once the removal has been completed, the Contractor is to notify Consultant that the area is ready for visual inspection. Once it has been determined that no visible debris remains Consultant will initiate aggressive final air sampling. Consultant will provide final air sampling results to the Contractor and the Owner.

4.18.11. If testing results indicate fiber levels not acceptable by AHERA, the work area shall remain sealed until an acceptable concentration is obtained.

4.19. REMOVAL BY DISMANTLING

4.19.1. Related Sections: 02 82 13.19 - 4.3 (Work Areas), 4.4 (Decontamination Enclosure Systems), 4.5 (Separation of Work Areas), 4.6 (Maintenance of Decontamination Unit), 4.7 (Worker Protection), 4.8 (Communication), 4.9 (Fire Exits), 4.10 (Security), 4.11 (Location and Activation of Negative Air Units), 4.12 (Equipment Removal), and 4.13 (Pre-work Inspection).

4.19.2. Pre-clean and protect floors, walls, and surrounding area as necessary, within the work area with 6-mil polyethylene sheeting, tape and/or adhesives. As a minimum, extend polyethylene one foot horizontally in all directions for each vertical foot from floor to material height.

4.19.3. Rope off an area at least twenty-five feet (25'), fifty (50) for outside work, on all sides work location to restrict personnel movement during the removal process and post the proper caution signs.

4.19.3.1. Debris present on or around item to be removed shall be wetted and collected prior to any additional work.

4.19.3.2. Vacuums equipped with HEPA filter, disposable dust bag, (no brush) shall be used to clean vertical and horizontal surfaces, as required.

4.19.3.3. Item shall be detached from the building (if required) so has not to damage the building.

4.19.3.4. During removal, if a mechanical saw is used a HEPA vacuum will follow the cutting action to capture all generated debris.

4.19.3.5. Caulk/sealants, if any, shall be removed as intact as is possible.

4.19.3.6. All scraping of residual caulk/adhesive remaining on building shall be performed using wet methods.

- 4.19.3.7. Dry sweeping is prohibited. Mechanical chipping is prohibited unless performed in a negative pressure enclosure.
- 4.19.3.8. Material shall not be drop. Material shall not be allowed to dry before placing in sealable polyethylene bags of 6-mil minimum thickness. All asbestos-containing material shall be removed thoroughly and totally. Nylon fiber brushes shall be used to clean asbestos fibers from rough surfaces. Any contaminated material capable of puncturing the polyethylene shall be packaged separately.
- 4.19.3.9. Maintain work areas free to accumulated asbestos-containing materials at all times. Keep waste materials wet until enclosed in sealed plastic bags.
- 4.19.4. Seal polyethylene bags airtight. Ensure that all contaminated materials are double bagged to yield a minimum covering of 12 mil before removed from the work area. Move the bagged material to the wash-down station adjacent to the equipment decontamination enclosure. Once in the decontamination area, the bags shall be wet cleaned, or HEPA vacuumed. Single bagged or wrapped material shall be placed in a clean bag or an additional layer of wrapping.
- 4.19.5. Once the removal has been completed, the Contractor is to notify Consultant that the area is ready for visual inspection. Once it has been determined that no visible debris remains Consultant will initiate aggressive final air sampling. Consultant will provide final air sampling results to the Contractor and the Owner.
- 4.20. DISPOSAL OF ASBESTOS-CONTAINING MATERIAL AND ASBESTOS CONTAMINATED WASTE (SOLID AND/OR LIQUID)**
- 4.20.1. As the work progresses, and to prevent exceeding available storage capacity on-site, workers from uncontaminated areas in full protective clothing and dual cartridge respirators shall enter the equipment decontamination unit and place the appropriate supply of specified containers within the container room. Workers in the holding room shall be passed empty containers for receiving bagged material. Full, sealed containers from the holding room shall be passed back into the container room for storage. Ensure that all containers are sealed properly before removing for transport and disposal. The color of the disposable clothing worn outside the work area shall be a different color than the disposable clothing worn inside the work area. Drums will be required if Contractor uses sealed bins or enclosed trucks to store and transport double-bagged waste. Approval must be obtained from the Owners Representative prior to employment of this method.
- 4.20.2. Vehicles used for transporting asbestos-containing materials to disposal sites shall have a completely enclosed, lockable storage compartment if drum requirement is to be deleted. Storage compartments shall be

plasticized and sealed with a minimum of one (1) layer of 6-mil polyethylene on the sides and top and two (2) layers of 6-mil polyethylene on the floor. The compartments shall be thoroughly wet cleaned and/or HEPA vacuumed following the disposal of each load of material at the dumpsite. At the conclusion of the project (or before transport vehicles are used for other purposes), the polyethylene shall be properly removed and disposed of as contaminated waste. After this is accomplished, compartments shall once again be wet cleaned and/or HEPA vacuumed in order to eliminate all debris prior to reuse of the vehicles. Rented vehicles shall receive clearance inspection prior to being returned to the rental company. All plastic sheeting, tape, cleaning material, including mops and sponges, clothing, filters, and all other contaminated disposable materials shall be packaged, labeled, and disposed of as asbestos-containing waste.

4.20.3. Dispose of materials at an authorized disposal site in accordance with the requirements of federal, state, and local disposal authorities.

4.20.4. Workers unloading waste material at the disposal site shall be dressed in full-body protective clothing and dual cartridge respirators.

4.21. GROSS CLEANUP

4.21.1. Remove all visible accumulations of asbestos containing materials and debris by HEPA vacuums, sponging, etc. Wet clean up surfaces within the work area.

4.21.2. The entire work area shall be totally, visibly clean. The Contractor shall notify the on-site representative of the time the work area will be subject for visual inspection.

4.22. POST-REMOVAL ENCAPSULATION OF AFFECTED AREAS

4.22.1. The work area shall have passed a visual inspection prior to post-removal encapsulation.

4.22.2. An approved encapsulant shall be applied, using airless spraying equipment, to all areas of the project (except to flooring removal areas) where asbestos-containing materials have been removed. Encapsulants shall be color tinted for visibility.

4.23. ENCAPSULANTS

4.23.1. The encapsulant shall be compatible with the replacement material as per manufacturer advice and approval by the Consultant.

4.23.2. If any encapsulant is incompatible with the substrate, the Contractor shall be fully responsible for providing an alternate encapsulant that is compatible, at no additional cost to the Owner.

4.23.3. "ABC – Asbestos Binding Compound" Multipurpose Asbestos Encapsulation System by Fiberlock or approved equivalent.

4.23.4. Upon completion of encapsulant of surfaces from which asbestos has been removed, the Contractor shall inform the on-site representative that the area is ready for compliance monitoring.

4.24. **TEST FOR FINAL CLEARANCES**

4.24.1. After all surfaces are wet wiped upon completion of asbestos removal and all areas within the work area are visually clean and encapsulated, negative air filtration will continue. If sampling yields air concentrations that are allowed by AHERA or this specification the removal shall be considered complete.

END OF SECTION

SECTION 311000 - SITE PREPARATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Protecting existing plants and grass to remain.
 - 2. Removing and disposing of existing trees, shrubs, plants, and grasses.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Removing and disposing of above and below grade site structures and appurtenances.
 - 6. Removing and disposing of pavements and sidewalks.
 - 7. Disconnecting and capping or sealing site utilities.
 - 8. Temporary erosion and sedimentation control measures.
 - 9. Salvaging of specified materials for the Owner.

1.2 MATERIAL OWNERSHIP

- A. Except indicated items to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from or when applicable incorporated into the Project site.

1.3 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until Erosion Control Measures and any required Storm Water Pollution Prevention Plans (SWPPP) provisions are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Section 312300 "Excavation and Fill".

1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site. The contractor shall be responsible for all permits and environmental approvals associated with off-site borrow areas.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Provide to the Owner digital photography of existing site conditions prior to start of work including pavements to remain and which will be used during construction.
- D. Protect existing site improvements to remain from damage during construction.
 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary and applicable permanent erosion and sedimentation control measures in accordance with the plans, including but not limited to prevention of soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties, streets and walkways.
- B. Inspect, repair, and maintain and remove erosion and sedimentation control measures during construction until permanent vegetation has been established per the plans.

3.3 TREE PROTECTION

- A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Architect/Engineer.

3.4 UTILITIES

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
 1. Arrange with utility companies to shut off indicated utilities.
 2. The existing building shall remain in operation until occupancy of the new building. Coordinate with the Owner to minimize disruption and use of the existing building and parking.

- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner written permission.
- C. Utilities by Others: Coordinate with others installing utilities on site or relocating and adjusting utilities offsite for the project. Schedule and arrange for necessary tie-ins and connections.

3.5 CLEARING AND GRUBBING

- A. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
- B. Tree removal:
 - 1. Cut off trees and stumps at the existing ground level. Remove stumps and roots as needed.
 - 2. Remove trees and stumps within 2 feet of the proposed structures and underground piping to a depth of not less than 12 inches below the base elevation of proposed structures or underground piping.
- C. Protection of persons and property:
 - 1. Barricade open depressions and holes occurring as part of this Work, and post warning lights on property adjacent to or with public access.
 - 2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 - 3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by operations under this Section.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip and stockpile topsoil materials per Section 312300 Excavation and Fill.

3.7 SITE IMPROVEMENTS

- A. Remove existing above and below grade structures, foundations, pavements and improvements as indicated and as necessary to facilitate new construction.
- B. Pavements to be removed adjacent to pavement or structures to remain shall be saw cut to provide a uniform edge.
- C. Below grade structures to be removed shall be removed to a minimum of three (3) feet below proposed grade unless in conflict with proposed improvements which may require full removal and disposal.

3.8 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Do not burn debris at the site.
- C. Do not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. Maintain documentation for three years.

END OF SECTION 311000

SECTION 312300 - EXCAVATION AND FILL

PART 1 - GENERAL

1.1 SUMMARY

- A. Excavate, backfill, compact, and grade the site to the elevations shown on the Drawings, as specified herein, and as needed to meet the requirements of the construction shown in the Contract Documents. Work includes topsoil stripping, topsoil stockpiling, excavation, backfill, mass earthwork, topsoil respreading and erosion control.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Codes and Standards:
 - 1. Perform Field Quality Controls Testing as specified herein.
 - 2. Perform excavation and embankment work in compliance with applicable rules and regulations of DNR, MoDOT, and OSHA.
 - 3. Obtain any necessary permits for this section of work and pay any fees required for permits.
 - 4. The entire installation shall fully comply with all local and State laws and ordinances and with all established codes applicable thereto.
- B. Testing and Inspection:
 - 1. Cost of field and laboratory testing will be borne by the Contractor. Lab reports shall be simultaneously forwarded to the Owner, Contractor & Engineer.
 - 2. Contractor shall cooperate with testing laboratory and geotechnical engineer in coordination of compaction tests.

1.3 REFERENCES

- A. Standard Specifications for Highway Construction, 2018, Missouri Department of Transportation, herein noted as the Standard Specifications.
- B. ASTM D698 Test Methods for Moisture Density Relations of Soils and Soil Aggregate Mixtures, Using 5.5 lb. Rammer and 12 inch Drop.
- C. ASTM D1556 Test Method for Density of Soil in Place by the Sand Cone Method.
- D. ASTM D2487 Classification of Soils for Engineering Purposes.
- E. ASTM D6938 Test Method for Moisture Content of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth).

1.4 CONSTRUCTION STAKING AND SURVEYS

- A. General: From lines and levels established by property survey, and as shown in relation to the work, Contractor to establish and maintain benchmarks, base lines, and other dependable markers to set lines and levels for the work.
- B. Owner Property Surveys: Owner reserves the rights to hire an independent Engineer to survey the site for compliance with the contract documents. The Contractor will be required to correct all work not in compliance with the plans and specifications.

1.5 JOB CONDITIONS

- A. Existing Utilities:
 - 1. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during demolition operations.
 - 2. Underground utilities shown on the drawings have been taken from existing public records, Owner's records, and available as-built drawings and are indicated to the best of our knowledge and provided for information only.
 - 3. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities caused by Contractor's negligence to the satisfaction of utility owner at not cost to the Project Owner.
 - 4. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, during occupied hours, except when permitted in writing by Owner and then only after acceptable temporary utility services have been provided.
 - 5. Provide minimum of 48-hours notice to Owner and Engineer and receive written notice to proceed before interrupting any utility.
 - 6. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.
- B. Protection of Persons and Property:
 - 1. Barricade open excavations occurring as part of this work and post with warning lights.
 - 2. Operate warning lights as recommended by authorities having jurisdiction.
 - 3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by demolition operations.
 - 4. Perform excavation within drip-line of large trees to remain by hand, and protect root system from damage or dry out to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with burlap. Paint root cuts of 1" diameter and larger with emulsified asphalt tree paint.
- C. Contract Limits:
 - 1. Contract limits are shown on the drawing:
 - a. Contractor will maintain his construction operations within the contract limits.
 - b. Disturbance or damage occurring outside of the contract limits as a result of the Contractor's operations will be repaired to the original condition at no expense to the Owner.

1.6 SUBMITTALS

- A. Samples: Submit, in air-tight containers, 50 lb. sample of each type of fill to testing laboratory.

- B. Materials Source: Submit name of imported materials source.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS/DEFINITIONS

- A. Satisfactory soil materials are defined as follows:
1. Those complying with ASTM D2487 soil classification groups CL, GC, GW, CP, GM, ML, SC, SM, SW, and SP.
 2. Predominately granular or non-expansive soils, free from organic matter and deleterious substances, containing no rocks over 3" in greatest dimension and having a minimum Standard Proctor Density of not less than 100 lbs/cu ft.
 3. Material is subject to the approval of the A/E, and may be removed from onsite excavations or imported from off-site borrow areas.
 4. The upper 12" of fill or embankment shall not have rocks greater than 1" in dimension.
- B. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups MG, CH, DH, OL, OH, PT, and any bedrock material.
- C. Fill Materials:
1. The fill material type shall be cohesive, non-expansive soil having a "CL" or "CL-ML" classification in accordance with the Unified Soil Classification System and shall have a maximum laboratory dry density (100%) of 100 pounds per cubic foot or more as determined by ASTM D698 (Standard Proctor). Fill material placed beneath and within 10 feet structures or pavements shall have a liquid limit of less than 45% and a plasticity index of less than or equal to 25%
 2. No organic dark colored soils or plastic and potentially expansive soils, such as clay shale, are considered suitable engineered fill materials. Topsoil should be sorted and stockpiled for landscaping purposes.
 3. When fill material includes rock, the maximum rock size acceptable shall be three inches (3"). No large rocks shall be allowed to nest and all voids must be carefully filled with small stones or earth, properly compacted. No large rocks will be permitted within twelve inches (12") of the finished grade.

2.2 TOPSOIL

- A. Topsoil shall consist of friable, fertile soil of a loamy character. It shall be relatively free from large roots, sticks, weeds, brush, or stones larger than 1 inch in diameter, or other litter and waste products. At least 90 percent must pass the No. 10 sieve and the pH must be between 5.5 and 7.0.
- B. Obtain topsoil from sources within the project limits, or provide imported topsoil obtained from sources outside the project limits, or from both sources.
- C. Re-spread stripped topsoil to 6 inches thick over all disturbed project areas designated as lawn/grass and to fill islands as shown. Use satisfactory soil materials meeting the requirements above.

2.3 GRANULAR FILL

- A. Material consisting of crushed stone reasonably well graded from 1” to no more than 20% passing the 200 sieve.
- B. Drainage Layers: Material consisting of clean crushed stone or gravel graded from 1” to no more than 5% passing the 200 sieve.

2.4 SOURCE QUALITY CONTROL

- A. Section 014529 – Testing Laboratory Services: Testing and Inspection Services Testing and analysis of soil material.
- B. Testing and Analysis of Subsoil Material: Perform in accordance with ASTM D698. ASTM D2167. ASTM D6938.
- C. Testing and Analysis of Topsoil Material: Perform in accordance with ASTM D698. ASTM D2167. ASTM D6938.
- D. If tests indicate materials do not meet specified requirements, change material and retest. Provide materials of each type from same source throughout the Work.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FINISH ELEVATIONS AND LINES

- A. Finish grading shall be to contours or elevations indicated on the drawings. Rocks and other debris unearthed during finish grading operations shall be removed from construction area and disposed of elsewhere.
- B. The Contractor shall provide field engineering services as required but not limited to:
 - 1. Establish and maintain lines and levels.
 - 2. Structural design of shores, forms, and similar items as part of his/her means and methods of construction.

3.3 PROCEDURES

- A. Utilities:
 - 1. Unless shown to be removed, protect active utility lines shown on the Drawings or otherwise made known to the Contractor prior to excavating. If damaged, repair or replace at no additional cost to the Owner.
 - 2. If active lines are encountered, and are not shown on the Drawings or otherwise made known to the Contractor, promptly take necessary steps to assure that service is not interrupted.

3. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the Owner.
 4. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Architect/Engineer (A/E) to secure instructions from the Owner or his/her onsite representative.
 5. Do not proceed with permanent relocation of utilities until written instructions are received from the Owner or his/her onsite representative.
- B. Protection of persons and property:
1. Furnish, install and maintain barricades, warning lights, and/or warning tape at open holes and depressions or other potential hazards occurring as part of this Work.
 2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout, and other hazards created by operations under this Section.
 4. Provide traffic control items in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), and the requirements of the governmental agency having jurisdiction, when work is being complete on or adjacent to public streets and/or Right-of-ways.
- C. Dewatering:
1. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
 2. Do not allow water to accumulate in excavations.
 3. Remove all water, including rainwater, encountered during trench and substructure work to an approved location by pumps, drains, and other approved methods.
 4. Keep excavations and site construction area free from water.

3.4 CLEARING AND STRIPPING

- A. Clear the site by removing and disposing of all obstructions such as fences, walls, foundations, buildings, accumulations of rubbish of whatever nature, shrubs, bushes, saplings, grass, weeds, stumps and other vegetation to a depth of at least 12" below proposed ground surface or proposed subgrade, whichever is lower. Removed materials shall be properly disposed offsite.
- B. After the area is cleared, strip topsoil to the depth of maximum 8" in areas of proposed structures or pavements.
- C. Sufficient topsoil shall be stockpiled in an area clear of the proposed construction for placement to a depth of 4" in proposed areas of turf, plantings and to fill planters. Excess topsoil shall be removed offsite.
- D. Subgrade preparation (at building and paving excavation and fill sections):
 1. Scarify and proof roll or otherwise mechanically test subgrade in new paving areas and in building slab areas.

- E. Additional Excavation:
 - 1. Unsuitable areas will be undercut to a depth determined by the Geotechnical Engineer and replaced with suitable fill material compacted in accordance with fill compaction requirements specified herein.
 - 2. Unsuitable soils excavated as undercut will be removed from site.
 - 3. Rubble, debris, and rock excavated as undercut will be removed from the site and disposed of by the Contractor.
 - 4. Removal or reworking of unsuitable material and its replacement, as directed, will be paid for on basis of contract conditions relative to changes in the work.
- F. STOCKPILING
 - 1. Stockpile materials on site at locations designated by Owner.
 - 2. Stockpile in sufficient quantities to meet Project schedule and requirements.
 - 3. Separate differing materials with dividers or stockpile apart to prevent mixing.
 - 4. Prevent intermixing of soil types or contamination.
 - 5. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
 - 6. Material shall be stockpiled on impervious material and covered over with same material, until disposal.

3.5 EXCAVATING

- A. Perform excavation within the project limits to the lines, grades, and elevations indicated and specified herein. Excavation is unclassified, and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.
- B. Excavated Materials:
 - 1. Satisfactory materials shall be used for fill or embankments within the project limits.
 - 2. Unsatisfactory materials shall be excavated to a depth below grade sufficient to provide a suitable subgrade support and backfill and compact with satisfactory materials.
- C. Surplus materials:
 - 1. Dispose of unsatisfactory excavated materials, and surplus excavated material, offsite at disposal areas arranged and paid for by the Contractor.
- D. Excavate and backfill in a manner and sequence that will provide proper drainage at all times.
- E. Unauthorized Excavation:
 - 1. Consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Geotechnical Engineer.
 - 2. Unauthorized excavation, as well as remedial work directed by Geotechnical Engineer shall be at Contractor's expense.
 - 3. Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Geotechnical Engineer.
- F. Off-site Borrow:
 - 1. Obtain material required for fill or embankment in excess of that produced within the grading limits of the project from borrow areas selected and paid for by the Contractor and approved by the Owner or his/her representative. The Contractor shall obtain written agreements from the property owners for the removal of the materials.
- G. Stability of Excavations:

1. Perform excavations and trenches in accordance with OSHA excavating and trenching rules and regulations.
 2. Slope sides or shore and brace where sloping is not possible because of space restrictions of stability of the materials being excavated.
 3. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
- H. Excavating for Structures:
1. Excavate to elevations and dimensions shown within a tolerance of 0.05ft., and extending a sufficient distance from footings and foundations to permit placing and removing concrete formwork, installation of services and for inspection.
 2. Excavation for footings and foundations shall not disturb the bottom of the excavation:
 - a. Excavate and trim with hand tools as necessary to final grade just before concrete is placed.
- I. Excavating for pavements:
1. Excavate subgrade under pavements to within 0.05 ft of the proposed subgrade.
 2. Prepare subgrade as specified herein.
- J. Cold weather protection:
1. Protect excavation surfaces from freezing when an atmospheric temperature is less than 35 degrees F.

3.6 FILLING AND BACKFILLING

- A. Backfill excavations as promptly as progress of the Work permits, but not until:
1. Acceptance of construction below finish grade.
 2. Concrete formwork is removed.
 3. Shoring and bracing are removed, and voids have been backfilled with satisfactory materials.
 4. Trash and debris have been removed.
- B. Ground surface preparation:
1. Remove vegetation, topsoil, obstructions, and deleterious materials from the ground surface prior to placement of embankment per Section 3.4.
 2. Disk area to a depth of 8", unless sand or aggregate. Proof roll and prepare the surface per Section 3.8. Unsuitable material or material not achieving the specified density and moisture requirements after three consecutive good drying days of moisture conditioning and compaction, consisting of at least two processing's utilizing discs or tillers, shall be removed and/or replaced, or shall be further treated per instructions of the soils engineer. Additional work required after the three day conditioning period to stabilize the material, when approved in writing by the Owner or his/her representative, shall be performed in accordance with Article 10 of the General Conditions.
- C. Placing and compacting:
1. Place backfill and fill materials in layers not more than 8" in loose depth, unless otherwise approved by the A/E.
 2. Before compacting, moisten or aerate each layer as necessary to provide the specified moisture content.
 3. Compact each layer to required percentage of maximum density for the area.
 4. Do not place backfill or fill material on surfaces that are muddy, frozen, or containing frost or ice.
 5. Place backfill and fill materials evenly adjacent to structures, to required elevations.

6. Prevent wedging action of backfill against structures by carrying the material uniformly around the structures to approximately the same elevation in each lift.
7. The building embankment shall be constructed at minimum 5 feet beyond the proposed building line and pending approval of the compacted fill, shall be cut back at a 1:1 slope extending from the top of the proposed footing to 4 feet inside the building wall.
8. Placement of granular drainage material beneath the floor slab will be completed by the Building Contractor.

3.7 GRADING

- A. General:
 1. Uniformly grade the areas within project limits under this Section, including adjacent transition areas.
 2. Finished surfaces within specified tolerance.
 3. Compact with uniform levels or slopes between points where elevations are shown on the Drawings, or between such points and existing grades.
 4. 4Where a change of slope is indicated on the Drawings, construct a rolled transition section having a minimum radius of approximately 8'-0", unless adjacent construction will not permit such a transition, or if such a transition defeats positive control of drainage.
- B. Grading inside building lines:
 1. Provide drainage away from structures during construction of the embankments to prevent ponding.
 2. Finish surface within 0.05 foot of the proposed subbase elevation.
- C. Grading outside building lines:
 1. Provide drainage in areas adjacent to buildings away from the structures, and to prevent ponding.
 2. Finish areas under walks and pavements to within 0.05 ft above or below the required subgrade elevation.

3.8 COMPACTING

- A. Control material compaction during construction to provide the minimum Standard Proctor Density (SPD) specified, within moisture requirements, for each area as determined according to (ASTM D 698).
- B. Place fill in 6"-8" uniform lifts.
- C. Provide not less than the following minimum densities for layer or lift of material placed:

Standard Proctor (ASTM D698)		
Construction Type	Cohesive Soils	Cohesionless Soils
Building, foundation, walls, roadway, parking lot, and critical backfill area beneath same; e.g., trenches.	95%	95%
Backfill adjacent to structures not supporting other structures – minor subsidence possible.	90%	93%
Lawn areas. Non-critical areas – moderate subsidence possible.	85%	88%

a.

D. Moisture Control and Soils Content:

1. Moisture content for compaction purposes shall be within the range of 0% below to 5% above optimum moisture as established by ASTM D698.
2. Existing ground surface or embankment layer of material if necessary shall be moisture-conditioned before compacting by:
 - a. For material below specified moisture parameters, uniformly apply water to surface of the material and incorporate with a disk or tiller in a manner to prevent free water from appearing on the surface during or subsequent compaction operations.
 - b. For material above the specified moisture parameters, air dry with disks and tillers.
 - c. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density. at the Contractor's expense.
3. Process material to provide uniform moisture and clod reduction throughout.
4. Unsuitable material removed due to high moisture may be spread and allowed to dry until suitable.

E. Proof roll:

1. Prior to placement of granular subbase material on building and pavement areas, the subgrade shall be "proof rolled" with a pneumatic-tired, a three-wheel, or a tandem roller. The rollers shall weigh from 6 to 10 ton and develop not less than 200 pounds or more than 325 pounds per square inch of roller or tire surface. Any areas of significant deflection shall be removed and recompacted until stable.

3.9 EROSION PROTECTION

- A. The Contractor shall comply with soil erosion control requirements of the Missouri DNR and the local ordinances. The Contractor shall take all necessary measurements to protect against erosion and dust pollution on this project site and all off-site borrow or deposit areas, during performance or as a result of performance.
- B. The Contractor shall take all steps necessary to protect adjoining property, including public sanitary and storm drainage systems and streets, from any damage resulting from the movement of earth or other debris thereto from the site; and such steps as are necessary to prevent the accumulation of earth or debris on adjoining public or private property from the construction site. The Contractor shall take into consideration all factors which might cause the movement

of earth or debris from the construction site onto any adjoining public or private property.

- C. The Contractor shall take immediate corrective action should damage occur to adjoining public or private property (including sanitary or storm drainage systems and streets). The Contractor shall take immediate corrective action to remove any debris should any earth or other debris move from the construction site to adjoining public or private property. Further, the Contractor shall take steps required to prevent the repetition of any instance where dirt or other debris moves from the construction site to adjoining public or private property.
- D. The Contractor will hold the Owner harmless from any and all claims of any type whatsoever resulting from damages to adjoining public or private property, including reasonable attorney's fees incurred to Owner. Further, if the Contractor fails to take necessary steps to promptly remove earth or debris which comes onto adjoining public or private property, the Owner may, but need not, remove such debris and deduct the cost thereof from amounts due the Contractor.
- E. The Contractor shall maintain storm sewer systems throughout construction and provide erosion control measures acceptable to protect against siltation and erosion or any adverse conditions resulting from storm water. Use silt fence and other means at all intakes and outfall structures and at all locations where erosion or siltation is anticipated or occurring; including drainage courses and swales.

3.10 FIELD QUALITY CONTROL

- A. The Contractor shall provide testing services of a soils engineer and/or independent laboratory approved by the Owner.
- B. Upon completion of each test and/or inspection, promptly distribute copies of test or inspection reports to the A/E.
- C. Testing Requirements:
 - 1. Penetrometer Tests:
 - a. 1 per each spread footing.
 - b. 1 per 25' of lineal footing.
 - 2. Standard Proctor Density/Moisture (ASTM D 698):
 - a. 1 per the insitu fill material.
 - b. 1 per each source of offsite fill material.
 - 3. Field density/moisture tests (ASTM D6938):
 - a. Fill Areas: 1 per 5,000 sq ft per 8" lift.
 - b. Wall/Trench Backfill: 1 per 100 feet per lift
 - 4. Liquid Limit and Plasticity Index
 - a. Fill Area: 1 per each source of offsite fill material.

3.11 NATURAL AND ARTIFICIAL DRAINAGE

- A. If necessary, during the progress of the work, to interrupt the natural drainage of the surface water, Contractor shall provide approved temporary drainage facilities.
- B. If necessary to interrupt any field tile drains that might be encountered in this work, the Contractor shall restore or extend drains as necessary.

3.12 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Removal from Project Site: Remove excess soils, including unacceptable excavated material, from site to an approved location on the coordinate with owner.
- B. Remove from the Owner's Property waste materials, trash, debris, utility pipes, etc. to an approved legal waste site.

3.13 MAINTENANCE

- A. Protection of newly graded areas:
 - 1. Protect newly graded areas from traffic and erosion, and keep free from trash and weeds;
 - 2. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.
- B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.

3.14 CERTIFICATION

- A. Upon completion of this portion of the work, and as a condition of its acceptance, deliver to the Owner or his/her site representative a written report from the independent soils engineer or testing laboratory certifying that the compaction requirements have been obtained. Include in the report the soil classification, standard proctor density, optimum moisture content and plasticity index of the onsite and borrow materials used in the areas of embankment.

END OF SECTION 312300

SECTION 312513 - EROSION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnishing, installing, maintaining, and removing all the measures necessary to prevent erosion in and around the construction area as shown on the Drawings and specified herein. The measures shall be maintained so the site will not experience further erosion of soil until the earthen areas are revegetated.
- B. Installation of temporary water pollution control measures to prevent discharge of pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage, or other harmful material from the project.

1.2 GENERAL

- A. The Contractor shall manage his operations to control water pollution in accordance with this specification and applicable State regulations. Construction of permanent drainage facilities and other contract work, contributing to control of erosion, shall be scheduled at the earliest practicable time.
- B. The Contractor shall furnish, install, maintain, and remove temporary erosion control measures. The Contractor shall prevent silt or polluted storm water discharge from the site.
- C. The Owner's Representative may require installation of additional erosion control facilities, by the Contractor, if in the sole opinion of the Owner's Representative, the Contractor's efforts are inadequate.

1.3 DEFINITIONS

- A. Best Management Practice (BMP): Any program, technology, process, siting criteria, operating method, measure, or device that controls, prevents, removes, or reduces pollution.
- B. Temporary Berm: A temporary ridge of compacted soil, with or without a shallow ditch, constructed at the top of slopes or transverse to the centerline of a slope. The berm diverts storm runoff to temporary outlets to discharge water with minimal erosion.
- C. Temporary Slope Drain: A temporary facility used to carry water down a slope.

- D. Ditch Check: An obstruction placed at frequent intervals across ditches, creating small ponds to cause sediment to settle and be contained.
- E. Sediment Basin: An excavated or dammed storage area to trap and store sediment and prevent the discharge of silt.
- F. Temporary Seeding and Mulching: Placement of a quick ground cover to reduce erosion in areas expected to be re-disturbed.
- G. Straw Bales: Standard agricultural bales used to filter the flow of water, trap, deposit sediment, and/or divert water.
- H. Silt Fence: A geotextile barrier fence to contain sediment by removing suspended particles from water passing through the fence.
- I. Temporary Pipe: Conduit utilized to carry water under haul roads, silt fences, etc., and prevent equipment from direct contact with water when crossing an active or intermittent stream.

1.4 REFERENCES

- A. Sections 611, 806, and 807 of the *Missouri Standard Specifications for Highway Construction*, 2018, English Version, Missouri Highway and Transportation Commission herein noted as the Standard Specifications.
- B. Section 312300 – Excavation and Fill.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Straw or hay bales securely bound with wire or string.
- B. Excelsior Blanket: Complying with Section 806 of the MoDOT Standard Specifications.
- C. Wattles: 12” diameter straw wattles wrapped in UV stabilized synthetic netting.
- D. Ditch Checks:
 - 1. Rock ditch checks: 2" to 3" clean gravel or limestone.
 - 2. Straw bale ditch checks: Rectangular wheat straw bales in good condition.
 - 3. Wattles: 12” diameter straw wattles wrapped in UV stabilized synthetic netting.
- E. Temporary Seeding:
 - 1. December 1 to March 1: 50 lbs oats/acre.
 - 2. March 1 to December 1: 50 lbs cereal rye or wheat.

3. Mulch shall be wheat straw.

2.2 CERTIFICATION AND SAMPLING:

- A. The Contractor shall furnish a manufacturer's certification, stating the material conforms to the requirements of these specifications.
- B. The certification shall include, or have attached, typical results of tests for the specified properties, representative of the materials supplied.
- C. The Owner's Representative reserves the right to sample and test any material offered for use.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. The Owner's Representative may limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow, or fill operations.
- B. The Owner's Representative may direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams, other watercourses, lakes, ponds, or other areas of water impoundment. Work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, use of temporary mulches, seeding or other control devices or methods to control erosion.
- C. The Contractor shall incorporate permanent erosion control features at the earliest practicable time.
- D. The Contractor at no additional cost shall provide temporary pollution control measures needed to control erosion during normal construction practices to the Owner.
- E. Contractor shall designate trained and knowledgeable personnel to coordinate all SWPPP activities, and identify these personnel to the Owner's Representative during construction.
- F. The SWPPP is a living document. As the conditions of the site changes, the SWPPP should be updated by the Contractor.
- G. The SWPPP is subject to random inspection by the Owner. The SWPPP should be kept up to date by the Contractor and available for inspection at any time.
- H. If Contractor determines that any BMP should need modification, the changes shall be dated and documented, and all necessary field changes performed.

3.2 LIMITATION OF AREA DISTURBED:

- A. The Contractor's operations shall be scheduled to install permanent erosion control features immediately after clearing and grubbing, and grading.

- B. The surface area of erodible earth material exposed at one time by clearing and grubbing, excavating, fill, or borrow shall not exceed 200,000 square feet without written approval of the Owner's Representative.
- C. The Owner's Representative may limit the area of clearing and grubbing, excavation, borrow, and embankment operations commensurate with the Contractor's capability and progress in completing the finish grading, mulching, seeding, and other such permanent pollution control measures current.
- D. The Contractor shall respond to seasonal variations. If required by weather, temporary erosion control measures shall be taken immediately.

3.3 BORROW AND WASTE AREAS

- A. Material pits other than commercially operated sources and material spoil areas shall be subject to pollution control measures of this specification. An offsite location does not relieve the Contractor of his contractual obligation to prevent the introduction of silt or other pollutants into receiving waterways.

3.4 CONFLICT WITH FEDERAL, STATE OR LOCAL LAWS, RULES OR REGULATIONS

- A. In case of conflict between these requirements and pollution control laws, rules, or regulations or other Federal, State or local agencies, the more restrictive laws, rules, or regulations shall apply.

3.5 TEMPORARY BERMS

- A. Temporary berms shall be constructed at the top of newly constructed slopes and / or transverse to grade to divert runoff and prevent erosion until permanent controls are installed and / or slopes are stabilized.
- B. Interceptor berms transverse to centerline may be used when temporary berms are installed on grades in excess of 1 percent and at locations where water is to be carried down the fill slope by temporary or permanent slope drains.

3.6 DITCH CHECKS

- A. General:
 - 1. Rock ditch checks may be used on ditches with grades of 4 percent or less.
 - 2. Straw bale ditch checks may be used on all ditches.
 - a. The silt fence fabric may be eliminated for grades of 2 percent or less.
 - 3. Wattles: 12" diameter straw wattles wrapped in UV stabilized synthetic netting.
- B. Construction Requirements:
 - 1. Construct rock ditch checks in accordance with the drawing detail.
 - a. Achieve complete coverage of the ditch or swale and insure the center of the check is lower than the edges.
 - 2. Construct straw bale ditch checks in accordance with the drawing detail.
 - 3. Construct wattle ditch checks in accordance with the drawing detail.

- C. Maintenance:
 - 1. Inspect ditch checks for sediment accumulation after each rainfall.
 - 2. Sediment shall be removed when it reaches one-half of the original height.
 - a. Regular inspections shall insure that the center of a rock check is lower than the edges. Correct erosion caused by high flows around the edges of the check immediately.

3.7 TEMPORARY SEEDING AND MULCHING

- A. General
 - 1. This item is applicable to all projects.
 - 2. Seeding and/or mulching shall be a continuous operation on all cut slopes, fill slopes, and borrow pits during the construction process. All disturbed areas shall be seeded and mulched within five (5) working days after the last construction activity in all locations where necessary to eliminate erosion.
- B. Construction Requirements:
 - 1. Permanent seeding and mulching following temporary seeding will be performed during the favorable seeding seasons only.
 - 2. Temporary seeding mixtures and planting season:
 - a. December 1 to March 1: 50 lbs. oat grain per acre
 - b. March 1 to December 1: 50 lbs. (cereal rye or wheat) per acre
 - 3. Temporary mulch, fertilizer, and lime for seeding:
 - a. Fertilizer and mulch for temporary seed mixtures shall be applied in accordance with Section 329219.
 - b. Fertilizer shall be applied at the rate specified for permanent seeding.
 - c. Lime will not be required for temporary seeding.

3.8 STRAW BALES

- A. General
 - 1. Install at the bottom of embankment slopes less than 10' high to divert runoff from sheet flow and intercept some of the sediment in the sheet flow.
 - 2. Install as ditch checks in small ditches and drainage areas.
 - 3. Install on the lower side of cleared areas to catch sediment from sheet flow.
- B. Construction Requirements:
 - 1. Bales of straw shall be utilized to control erosion, trap sediment, and divert runoff.
 - 2. Bales must be adequately braced from behind.

3.9 TEMPORARY PIPE

- A. General:
 - 1. The Contractor shall install temporary pipes and fill at locations, to be crossed by the Contractor's equipment, which carry a concentrated flow during rain events.
- B. Construction Requirements:
 - 1. All temporary pipes shall be installed in the same manner as permanent pipe is installed on the project to assure that the water does not cause erosion around the pipe.
 - 2. Material to backfill the pipe should be placed in 6" lifts and mechanically compacted. Compaction testing will not be required.

3.10 SEDIMENT REMOVAL

A. General

1. Sediment deposits shall be removed when:
 - a. The deposits reach approximately one-half the height of a ditch check, straw bale barrier or silt fence.
 - b. The sediments have reduced the ponded volume of sediment basins to one-third of the original volume.
 - c. Requested by the Owner's Representative.

- B. Sediment removed from erosion control features shall be deposited in a location where it will not erode into construction areas or watercourses.

END OF SECTION 312513

APPENDIX A

NESHAP ASBESTOS INSPECTION
MO State Penitentiary Gymnasium
115 Lafayette St., Jefferson City, MO 65101

Prepared For:

Brad Schaefer

State of MO – Office of
Administration

301 W. High St., Rm 730

Jefferson City, MO 65102

Date: May 2, 2022

Project Number: 921199.009

Prepared By:

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Appendices

Appendix A – Inspector Qualifications

Appendix B – Asbestos Laboratory Analytical Results and Chain-of-Custody

EXECUTIVE SUMMARY

OCCU-TEC, Inc. (OCCU-TEC) completed an asbestos inspection of the subject property located at 115 Lafayette St. in Jefferson City, Missouri at the request of Brad Schaefer at State of Missouri Office of Administration (OA). The inspection was completed throughout the entire building.

The inspection was completed by Jesse Branham and Justin Arnold of OCCU-TEC on April 12, 2022, in general accordance with the requirements set forth by the United States Environmental Protection Agency (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP), Asbestos Hazard Emergency Response Act (AHERA), State of Missouri regulations, and local regulations as applicable.

During the inspection, OCCU-TEC identified nine (9) suspect asbestos containing materials (ACMs) that were characterized and sampled. Samples were analyzed by Polarized Light Microscopy (PLM) by Hayes Microbial Consulting Laboratory of Midlothian, Virginia. Samples are considered ACM if at least one sample from a homogenous material contains asbestos at a concentration greater than 1-percent by volume. Results of the inspection did indicate the presence of ACMs at the subject property.

This executive summary has been prepared to provide a brief outline of the activities completed during the investigation and a general overview of the results of the investigation. Additional detail regarding the methodology and results of the investigation are included the subsequent report. The report should be read in its entirety for a complete understanding of the investigation and results.

KEY TERMS AND ACRONYMS

EPA – United States Environmental Protection Agency

ASHERA – Asbestos Hazard and Emergency Response Act

NESHAP – National Emissions Standards for Hazardous Air Pollutants

MDNR – Missouri Department of Natural Resources

ACM – Asbestos Containing Material

PACM – Presumed Asbestos Containing Material

PLM – Polarized Light Microscopy

TEM – Transmission Electron Microscopy

NOB – Non-Organically Bound ACM

CAA – Clean Air Act

AIHA – American Industrial Hygiene Association

1.0 INTRODUCTION

On April 12, 2022, Jesse Branham and Justin Arnold of OCCU-TEC completed an asbestos inspection of the subject property located at 115 Lafayette St., Jefferson City, MO 65101. The inspection was completed at the request of Brad Schaefer of the Office of Administration (OA) in response to tornado damage that will require demolition of the structure.

2.0 METHODOLOGY

2.1 Asbestos Inspection

The asbestos inspection was completed in accordance generally accepted industry standards and the requirements set forth by the EPA procedures outlined in Title 40 Code of Federal Regulations NESHAP (40 CFR § 61) and the AHERA (40 CFR § 763). The Inspection was completed by an accredited inspector licensed by the state of Missouri. A copy of the inspector's credentials is included in Appendix A.

The inspection involved a systematic visual assessment of the subject property to identify suspect ACM. Suspect ACMs were grouped into Homogeneous Areas or Materials based on the type of material, color, texture and date of application/installation. Once homogeneous materials/areas are identified, each material is categorized into one of three categories: Surfacing Materials, Thermal System Insulation, or Miscellaneous Materials based on the definition outlined in the AHERA (40 CFR § 763).

After identification, materials are assessed to determine if the material is friable or non-friable. Friable is defined by the EPA as any identified ACM, that when dry, can be crumbled, pulverized or reduced to powder by hand pressure (40 CFR § 763). Materials determined to be non-friable will be classified as Category I non-friable or Category II non-friable. Category I non-friable ACM is defined by the EPA as "asbestos containing resilient floor coverings, asphalt roofing products, packings and gaskets. All other non-friable ACM that is not classified as Category I non-friable is considered Category II non-friable ACM (40 CFR § 61).

Bulk samples of suspect homogeneous ACMs were collected in accordance with the requirements set forth in 40 CFR § 763.86 based the following requirements:

- Surfacing materials: Random sampling using the "3-5-7 rule" for sampling each homogeneous area of surfacing material. (3 samples from material 1,000 square feet or less, 5 samples of material between 1,000 square feet and 5,000 square feet, and 7 samples from material greater than 5,000 square feet).
- Thermal system insulation: At least 3 samples, randomly distributed, from each homogeneous area unless it is a patch in which case only one sample may be collected.
- Miscellaneous material: Samples (minimum of 2) will be collected from each homogenous area of suspect miscellaneous ACM.

It should be noted that the quantity of samples collected may vary from the requirements listed above. If the quantity of samples collected from each homogeneous area varied from the requirements listed above, OCCU-TEC collected samples in accordance with the exceptions listed in 40 CFR § 763.86 subpart (b)(2) through (4).

All samples collected were submitted to Hayes Microbial Consulting Laboratory of Midlothian, Virginia for laboratory analysis. The National Institute of Standards and Technology (NIST) accredits laboratories under the National Laboratory Accreditation Program (NVLAP). The NVLAP lab code number for Hayes is 500096-0. Bulk samples were analyzed by polarized light microscopy (PLM) using the dispersion

staining technique as set forth in 40 CFR § 763 (E): *Interim Method for the Determination of Asbestos in Bulk Insulation Samples*.

A material is considered ACM if at least one sample collected from the homogenous area contained asbestos at a concentration greater than one percent (1%) by volume. (15 U.S.C Chapter 15 Subchapter II).

3.0 INVESTIGATION RESULTS

3.1 Asbestos Results

The materials listed below are either confirmed to contain asbestos above the Federal EPA level of greater than 1% asbestos content, are at trace (<1%) levels, or were assumed to contain asbestos. A material description, approximate quantities, and material locations of the ACM identified at the subject property have been summarized below.

Table 3.1 Summary of Asbestos Containing Materials

Sample #	Sample Description	Material Location	Quantity	Friability	% Asbestos
FTM-02-01, 02, 03	9" Floor Tile	Gymnasium	180 SF	NFR	3% Chrysotile
PI-04-01, 02, 03	4" Air-O-Cell Pipe Insulation	Gymnasium	120 LF	FR	40% Chrysotile
WG-05-01, 02, 03	Window Glazing	Gymnasium	22 EA	NFR	<1% Chrysotile
EJM-09-01,02 , 03	Expansion Joint Material	Gymnasium	350 LF	NFR	3% Chrysotile

Chry. = Chrysotile
Amo. = Amosite
Croc. = Crocidolite
Tri. = Tremolite

Sq.Ft. = Square Feet
EA = Each
w/ = With
Rm. = Room

FR = Friable
NFR=Non-Friable

3.2 Household Hazardous Waste

The following table summarizes the household hazardous waste observations made during the site inspection. Please note that due to the condition of the building, HHW may exist at the building that was not identified. OCCU-TEC is not responsible for the disposal or cost associated with the disposal of HHW not identified during this inspection.

Description	Quantity
Mercury Bulbs	28
PCB Ballasts	18
8' (2 bulb) Fluorescent Fixtures	9
Window AC Units	4
4' (2 bulb) Fluorescent Fixtures	9
Box of Fluorescent Bulbs	2
Emergency	4
Box of Mercury Bulbs	5

¹ Various cleaning chemicals were noted in storage areas on all floors of the building. The containers were generally less than 1-gallon in size. Cleaning chemicals should be disposed of in accordance with federal and state requirements based on the contents of the containers.

4.0 LIMITATIONS OF THE INSPECTION

OCCU-TEC identified and collected samples of suspect ACM from the survey area of the Subject Property that were accessible at the time of the inspection. Every reasonable effort was made to access and identify all suspect ACM's. However, if materials are found that do not match materials sampled, they should be Presumed Asbestos Containing Materials (PACM), as defined in the OSHA Construction Standard for Asbestos 29 CFR 1926.1101 and treated as ACM until sampling and laboratory analysis meeting the OSHA requirements is conducted.

This report is provided for the sole reliance of State of Missouri Office of Administration. Any reliance by other parties is forbidden without OCCU-TECs express written consent. If other parties are granted reliance on this report by OCCU-TEC, said parties are bound by the terms and conditions set forth in the original proposal agreed to and signed.

5.0 RECOMMENDATIONS

OCCU-TEC recommends abatement of all ACMs within the project area if said materials during demolition activities. Abatement should be completed by a licensed asbestos abatement contractor in accordance with federal, state, and local regulations as applicable. If during demolition activities, additional suspect materials are encountered that do not match those materials identified in this report, those materials should be assumed asbestos unless test results indicate otherwise. Additionally, OCCU-TEC recommends following all OSHA lead standards (29 CFR 1926.62) and Missouri regulations found in Rules of Department of Health, Division 30-Division of Health Standards and Licensure.

6.0 SIGNATURE(S)

OCCU-TEC appreciates the opportunity to provide The State of Missouri Office of Administration with the above referenced professional services. If you have any questions regarding the contents of this report, please contact us at (816) 231-5580. Thank you for choosing OCCU-TEC.

Respectfully,



Jesse Branham
Environmental Scientist II



Kevin Heriford
Director of EH&S

7.0 REFERENCES

-The Asbestos Hazard Emergency Response Act (AHERA) – 15 U.S.C Chapter 53, Subchapter II (1986)

-Clean Air Act: National Emission Standards for Hazardous Air Pollutants (NESHAP)- 42 U.S.C § 7401 Section 112 (1970)

Missouri Air Conservation Law – 40 RSMo Chapter 643 parts 643.225-643.250

-Interim Method for the Determination of Asbestos in Bulk Insulation Sample - 40 CFR § 763 (E)

-Asbestos General Industry Standard – OSHA – 29 CFR § 1910.1001

-Asbestos Construction Standard – OSHA – 29 CFR § 1926.1101



OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES
MANAGEMENT,
DESIGN AND CONSTRUCTION

BUILDING
DEMOLITION

MISSOURI STATE
PENITENTIARY
GYMNASIUM
XXXXX
JEFFERSON CITY, MISSOURI

PROJECT # 02245-01

ASSET # XXXXX

REVISION:
DATE: _____
REVISION:
DATE: _____
REVISION: XXXX
DATE: XXXXXXXX
ISSUE DATE: XXXXXXXX

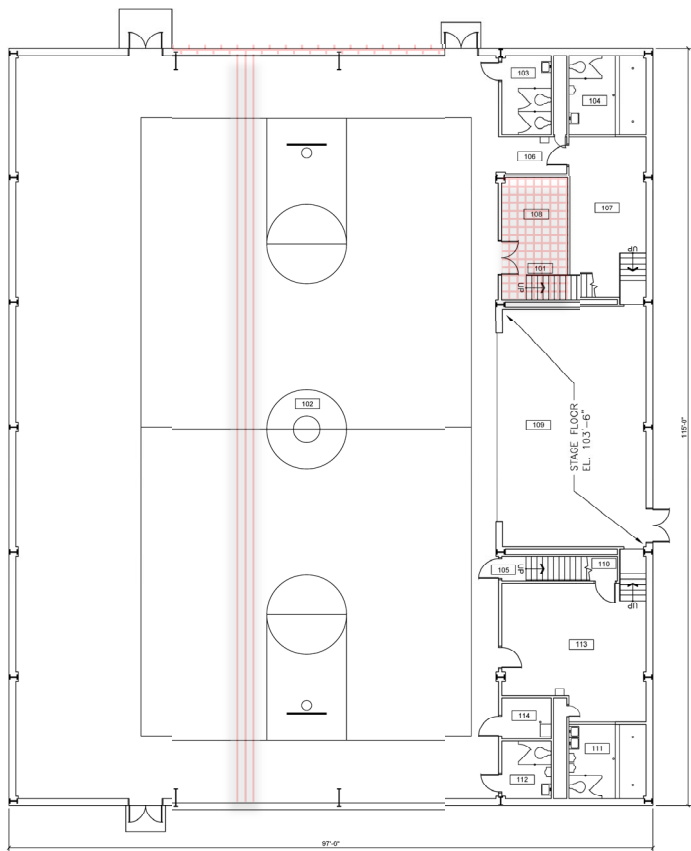
CAD DWG FILE: A-100
DRAWN BY: XXX
CHECKED BY: XXX
DESIGNED BY: XXX

SHEET TITLE:
DEMOLITION
FLOOR PLANS

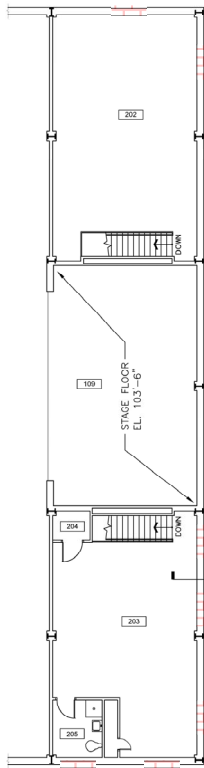
SHEET NUMBER:

A-100

4 OF 6 SHEETS
XX/XX/2022



1 DEMOLITION FLOOR PLAN FIRST FLOOR
SCALE: 1/8"=1'-0"



2 DEMOLITION FLOOR PLAN MEZZANINE
SCALE: 1/8"=1'-0"

GENERAL NOTES

1. FINISH FLOOR EL.=100'-0".
2. MEZZANINE FLOOR EL.=111'-10".

- Asbestos Containing Window Glazing
- Asbestos Containing Floor Tile
- Asbestos Containing Pipe Wrap



APPENDIX A-A
INSPECTOR QUALIFICATIONS



Missouri Department of dnr.mo.gov
NATURAL RESOURCES

Michael L. Parson, Governor

Dru Buntin, Director

April 20, 2022

Justin E. Arnold
2604 NE Industrial Dr. Ste 230
North Kansas City, MO 64117

RE: Missouri Asbestos Occupation Certification Card

Enclosed is your certification card for Asbestos Inspector, as issued by the Asbestos Unit of the Missouri Department of Natural Resources' Air Pollution Control Program.

Missouri Certification Number: 7011041322MOIR13670

Course Training Date: April 13, 2022

Missouri Certification Approval Date: April 20, 2022

Missouri Certification Expiration Date: April 20, 2023

Note:

- All Missouri-certified asbestos personnel must comply with the following statutes and regulations:
 - Sections 643.225 to 643.250, RSMo;
 - 10 CSR 10-6.241 *Asbestos Projects-Registration, Abatement, Notification, Inspection, Demolition, and Performance Requirements; and*
 - 10 CSR 10-6.250 *Asbestos Projects-Certification, Accreditation and Business Exemption Requirements.*
- To keep your occupation certification up-to-date, you must complete an annual refresher course and submit a renewal application each year.
- In order to be eligible to renew your certification, you must successfully complete a refresher course with a Missouri-accredited training provider within 12 months of the expiration date of your current training certificate. If you exceed this grace period, you will be required to retake a Missouri-accredited initial course in order to be eligible for Missouri certification.

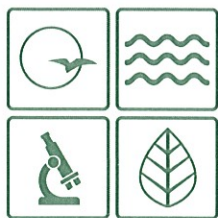
To obtain a copy of the certification renewal application, or review regulations and requirements, please visit our website at <http://dnr.mo.gov/env/apcp/asbestos/index.htm>.

If you have any questions please call the Air Pollution Control Program at 573-751-4817.

AIR POLLUTION CONTROL PROGRAM

Director of Air Pollution Control Program





Missouri Department of dnr.mo.gov **NATURAL RESOURCES**

Michael L. Parson, Governor

Dru Buntin, Director

February 1, 2022

Jesse P Branham
2604 NE Industrial Dr Ste 230
North Kansas City, MO 64117

RE: **Missouri Asbestos Occupation Certification Card**

Enclosed is your certification card for Asbestos Inspector, as issued by the Asbestos Unit of the Missouri Department of Natural Resources' Air Pollution Control Program.

Missouri Certification Number: 7020012122MOII22007

Course Training Date: January 21, 2022

Missouri Certification Approval Date: February 01, 2022

Missouri Certification Expiration Date: February 01, 2023

Note:

- All Missouri-certified asbestos personnel must comply with the following statutes and regulations:
 - Sections 643.225 to 643.250, RSMo;
 - 10 CSR 10-6.241 *Asbestos Projects-Registration, Abatement, Notification, Inspection, Demolition, and Performance Requirements*; and
 - 10 CSR 10-6.250 *Asbestos Projects-Certification, Accreditation and Business Exemption Requirements*.
- To keep your occupation certification up-to-date, you must complete an annual refresher course and submit a renewal application each year.
- In order to be eligible to renew your certification, you must successfully complete a refresher course with a Missouri-accredited training provider within 12 months of the expiration date of your current training certificate. If you exceed this grace period, you will be required to retake a Missouri-accredited initial course in order to be eligible for Missouri certification.

To obtain a copy of the certification renewal application, or review regulations and requirements, please visit our website at <http://dnr.mo.gov/env/apcp/asbestos/index.htm>.

If you have any questions please call the Air Pollution Control Program at 573-751-4817.

AIR POLLUTION CONTROL PROGRAM

Director of Air Pollution Control Program



APPENDIX A-B
**ASBESTOS LABORATORY ANALYTICAL RESULTS AND CHAIN-OF-
CUSTODY**



Company: OCCU-TEC Inc.
Address: 2604 NE Industrial Drive Suite 230
North Kansas City, MO 64117

N

SHIP: FEDEX - PAK 50
DATE: 04-14-2022



8170 3731 1239



Job Number: 921199-009

Job Name: MO State Penitentiary

Collector: Jesse Branhorn

Gym

Date Collected: 4-12-22

Mobile: 816.810.3276

Email: jarnold@occutec.com

Note:

Analysis Type		Analysis Methods	Turnaround Times					
PLM	Bulk	EPA 600*	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day
	Point Count	400 Point*, 1000 Point*	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day
	Vermiculite	EPA 600*, Cincinnati Method	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day
	Soil	EPA 600*, CARB 435	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day
TEM	Air	EPA AHERA, NIOSH 7402	-	Same Day	1 Day	2 Day	3 Day	5 Day
	Bulk	Chatfield	-	Same Day	1 Day	2 Day	3 Day	5 Day
	Wipe	ASTM D6480-05	-	Same Day	1 Day	2 Day	3 Day	5 Day
	Microvac	ASTM D5755-09	-	Same Day	1 Day	2 Day	3 Day	5 Day
PCM	Air	NIOSH 7400	3 Hour	Same Day	1 Day	2 Day	3 Day	5 Day

#	Group	Number	Sample Name	Analysis Type	Turnaround	Volume / Area	Stop (+)
1		HWP-01-01	Hard wall plaster	EPA600	5 DAY		
2		HWP-01-02	" "				
3		HWP-01-03	" "				
4		FTM-02-01	9"x9" Floor tile				
5		FTM-02-02	" "				
6		FTM-02-03	" "				
7		FTM-03-01	12"x12" Floor Tile				
8		FTM-03-02	" "				
9		FTM-03-03	" "				
10		PI-04-01	Pipe Insulation				
11		PI-04-02	" "				
12		PI-04-03	" "				
13		WG-05-01	Window glazing				
14		WG-05-02	" "				
15		WG-05-03	" "				
16							

Released by:

[Signature]

Date: 4-12-22

Received By:

[Signature]

Date: 4/14/22

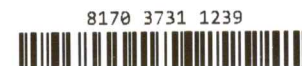
102



Company: OCCU-TEC Inc.
Address: 2604 NE Industrial Drive Suite 230
North Kansas City, MO 64117

N

SHIP: FEDEX - PAK 50
DATE: 04-14-2022



8170 3731 1239



Job Number: 921199-009
Collector: Jesse Branham
Date Collected: 4-12-22
Job Name: MO State Penitentiary
Gym

Mobile: 816.810.3276
Email: jarnold@occutech.com
Note:

Analysis Type		Analysis Methods	Turnaround Times					
PLM	Bulk	EPA 600*	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day
	Point Count	400 Point*, 1000 Point*	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day
	Vermiculite	EPA 600*, Cincinnati Method	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day
	Soil	EPA 600*, CARB 435	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day
TEM	Air	EPA AHERA, NIOSH 7402	-	Same Day	1 Day	2 Day	3 Day	5 Day
	Bulk	Chatfield	-	Same Day	1 Day	2 Day	3 Day	5 Day
	Wipe	ASTM D6480-05	-	Same Day	1 Day	2 Day	3 Day	5 Day
	Microvac	ASTM D5755-09	-	Same Day	1 Day	2 Day	3 Day	5 Day
PCM	Air	NIOSH 7400	3 Hour	Same Day	1 Day	2 Day	3 Day	5 Day

#	Group	Number	Sample Name	Analysis Type	Turnaround	Volume / Area	Stop (+)
1		CP-06-01	Ceiling Panel	EPA 600	5 DAY		
2		CP-06-02	" "				
3		CP-06-03	" "				
4		RM-07-01	White Roofing Material				
5		RM-07-02	" "				
6		RM-07-03	" "				
7		RM-08-01	black Roofing Material				
8		RM-08-02	" "				
9		RM-08-03	" "				
10		EJM-09-01	Expansion Joint material				
11		EJM-09-02	" "				
12		EJM-09-03	" "				
13							
14							
15							
16							

Released by: [Signature] Date: 4-12-22 Received By: Sme Date: 4/14/22

2082

Analysis Report prepared for

Occu-Tec

2604 NE Industrial Drive
Suite 230
North Kansas City, MO 64117

Phone: (816) 994-3420

921199.009
Mo. State Penitentiary Gym

Collected: April 12, 2022
Received: April 14, 2022
Reported: April 21, 2022

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 27 samples by FedEx in good condition for this project on April 14th, 2022.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC..

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.



Steve Hayes, BSMT(ASCP)
Laboratory Director
Hayes Microbial Consulting, LLC.



EPA Laboratory ID: VA01419



Lab ID: #188863



DPH License: #PH-0198

#	Sample	Material Description	Non-Asbestos Fibers	Asbestos Fibers
1	HWP - 01 - 01 - Hard Wall Plaster	Rough Coat / White	2% Cellulose Fibers 2% Synthetic Fibers	None Detected
		Skim Coat / White		None Detected
2	HWP - 01 - 02 - Hard Wall Plaster	Rough Coat / White	3% Cellulose Fibers 2% Synthetic Fibers	None Detected
		Skim Coat / White		None Detected
3	HWP - 01 - 03 - Hard Wall Plaster	Rough Coat / White	3% Cellulose Fibers 2% Synthetic Fibers	None Detected
		Skim Coat / White		None Detected
4	FTM - 02 - 01 - 9" x 9" Floor Tile	Tile / Tan	2% Cellulose Fibers	3% Chrysotile
		Adhesive / Black	2% Cellulose Fibers	3% Chrysotile
5	FTM - 02 - 02 - 9" x 9" Floor Tile	Tile / Tan		3% Chrysotile
		Adhesive / Black	2% Cellulose Fibers	4% Chrysotile
6	FTM - 02 - 03 - 9" x 9" Floor Tile	Tile / Tan		3% Chrysotile
		Adhesive / Black	2% Cellulose Fibers	4% Chrysotile
7	FTM - 03 - 01 - 12" x 12" Floor Tile	Bulk Material / White		None Detected
		Adhesive / Yellow	2% Cellulose Fibers	None Detected

#	Sample	Material Description	Non-Asbestos Fibers	Asbestos Fibers
8	FTM - 03 - 02 - 12" x 12" Floor Tile	Bulk Material / White		None Detected
		Adhesive / Yellow	2% Cellulose Fibers	None Detected
9	FTM - 03 - 03 - 12" x 12" Floor Tile	Bulk Material / White		None Detected
		Adhesive / Yellow	3% Cellulose Fibers	None Detected
10	PI - 04 - 01 - Pipe Insulation	Fibrous / Gray		40% Chrysotile
11	PI - 04 - 02 - Pipe Insulation	Fibrous / Gray		40% Chrysotile
12	PI - 04 - 03 - Pipe Insulation	Fibrous / Gray		40% Chrysotile
13	WG - 05 - 01 - Window Glazing	Caulk / White		None Detected
14	WG - 05 - 02 - Window Glazing	Caulk / White		None Detected
15	WG - 05 - 03 - Window Glazing	Caulk / Tan		<1% Chrysotile
16	CP - 06 - 01 - Ceiling Panel	Fibrous / Tan	3% Cellulose Fibers 92% Fiberglass	None Detected
17	CP - 06 - 02 - Ceiling Panel	Fibrous / Cream	3% Cellulose Fibers 92% Fiberglass	None Detected
18	CP - 06 - 03 - Ceiling Panel	Fibrous / Cream	2% Cellulose Fibers 92% Fiberglass	None Detected
19	RM - 07 - 01 - White Roofing Material	Roofing / White	12% Cellulose Fibers	None Detected

#	Sample	Material Description	Non-Asbestos Fibers	Asbestos Fibers
20	RM - 07 - 02 - White Roofing Material	Roofing / White	15% Cellulose Fibers	None Detected
21	RM - 07 - 03 - White Roofing Material	Roofing / White	12% Cellulose Fibers	None Detected
22	RM - 08 - 01 - Black Roofing Material	Bulk Material / Black	4% Cellulose Fibers 2% Fiberglass	None Detected
		Bulk Material / Black	2% Cellulose Fibers 2% Fiberglass	None Detected
		Fibrous / Black	65% Cellulose Fibers	None Detected
23	RM - 08 - 02 - Black Roofing Material	Bulk Material / Black	4% Cellulose Fibers % Fiberglass	None Detected
		Bulk Material / Black	2% Cellulose Fibers 2% Fiberglass	None Detected
		Fibrous / Black	65% Cellulose Fibers	None Detected
24	RM - 08 - 03 - Black Roofing Material	Bulk Material / Black	5% Cellulose Fibers 2% Fiberglass	None Detected
		Bulk Material / Black	3% Cellulose Fibers 2% Fiberglass	None Detected
		Fibrous / Black	65% Cellulose Fibers	None Detected
25	EJM - 09 - 01 - Expansion Joint Material	Bulk Material / White	3% Talc	3% Chrysotile

Jesse Branham

Occu-Tec

2604 NE Industrial Drive Suite 230

North Kansas City, MO 64117

(816) 994-3420

921199.009

Mo. State Penitentiary Gym

#22013850

Asbestos PLM Bulk

EPA 600/R-93, M-4/82-020

#	Sample	Material Description	Non-Asbestos Fibers	Asbestos Fibers
26	EJM - 09 - 02 - Expansion Joint Material	Bulk Material / White	3% Talc	3% Chrysotile
27	EJM - 09 - 03 - Expansion Joint Material	Bulk Material / White	3% Talc	3% Chrysotile



Collected: **Apr 12, 2022**

Received: **Apr 14, 2022**

Reported: **Apr 21, 2022**

Project Analyst:

David McDonald,

David McDonald

Date:

04 - 21 - 2022

Reviewed By:

Geepha Jacob,

Geepha Jacob

Date:

04 - 21 - 2022

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112

(804) 562-3435

contact@hayesmicrobial.com

Page: **5 of 6**

Asbestos Analysis Information

Analysis Details	All samples were received in acceptable condition unless otherwise noted on the report. This report must not be used by the client to claim product certification, approval, or endorsement by AIHA, NIST, NVLAP, NY ELAP, or any agency. The results relate only to the items tested. Hayes Microbial Consulting reserves the right to dispose of all samples after a period of 60 days in compliance with state and federal guidelines.
PLM Analysis	All Polarized Light Microscopy (PLM) results include an inherent uncertainty of measurement associated with estimating percentages by PLM. Materials with interfering matrix, low asbestos content, or small fiber size may require additional analysis via TEM Analysis.
TEM Analysis	Analysis by TEM is capable of providing positive identification of asbestos type(s) and semi-quantitation of asbestos content.
Definitions	'None Detected' - Below the detected reporting limit of 1% unless point counting is performed, then the detected reporting limit is .25%.
New York ELAP	<p>Per NY ELAP198.6 (NOB), TEM is the only reliable method to declare an NOB material as Non-Asbestos Containing.</p> <p>Any NY ELAP samples that are subcontracted to another laboratory will display the name and ELAP Lab Identification number in the report page heading of those samples. The original report provided to Hayes Microbial Consulting is available upon request.</p>