

# PROJECT MANUAL

*Renovate Economic Development  
Offices, Suite 770*

*Harry S Truman State Office Building  
Jefferson City, Missouri*

Designed By: OA-FMDC Project Design Unit  
301 W. High St.  
Jefferson City, Mo 65101

Date Issued: January 26, 2024

Project No.: O2403-01

STATE *of* MISSOURI

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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 SHEET	G-001	01/26/24	O2403-01-G001
2.	DRAWING INDEX, GENERAL NOTES, AND SITE MAPS	G-002	01/26/24	O2403-01-G002
3.	DEMOLITION FLOOR PLAN	AD-101	01/26/24	O2403-01-AD101
4.	ENLARGED FLOOR PLAN DEMOLITION	AD-102	01/26/24	O2403-01-AD102
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**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. Renovate Economic Development Offices Suite 770  
Harry S Truman State Office Building  
301 W. High St., Jefferson City, Missouri  
**Project No.: O2403-01**

### 3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, April 18, 2024
- B. **Only electronic bids on MissouriBUYS shall be accepted: <https://missouribuys.mo.gov>. Bidder must be registered to bid.**

### 4.0 DESCRIPTION:

- A. Scope: The project includes
- B. MBE/WBE/SDVE Goals: MBE 10%, WBE 10%, and SDVE 3%. **NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.**
- C. **\*\*NOTE:** Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.

### 5.0 PRE-BID MEETING:

- A. Place/Time: 10:00 AM, April 5, 2024, at Harry S Truman State Office Building, Jefferson City, Room 750.
- 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: OA-FMDC Project Design Unit, Carina Gonet, 573-751-4530, email: [Carina.Gonet@oa.mo.gov](mailto:Carina.Gonet@oa.mo.gov)
- B. Project Manager: Fred Decker Jr, 573-751-8521, email: [Fred.Decker@oa.mo.gov](mailto:Fred.Decker@oa.mo.gov)

### 8.0 GENERAL INFORMATION:

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 No bid may be withdrawn for a period of 20 working days subsequent to the specified bid opening time.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

## Very Important MissouriBUYS Instructions to Help Submit a Bid Correctly

- A. The bidder shall submit his or her bid and all supporting documentation on MissouriBUYS eProcurement System. No hard copy bids shall be accepted. Go to <https://missouribuys.mo.gov> and register. The bidder must register and complete a profile fully with all required documents submitted prior to submitting a bid.
- B. Once registered, log in.
1. Under "Solicitation" select "View Current Solicitations."
  2. Under "Filter by Agency" select "OA-FMDC-Contracts Chapter 8", then click "Filter Solicitation" button.
  3. Select "Active Solicitations" tab.
  4. To see the Solicitation Summary, click on the Project Number and the summary will open. Click each heading to open detailed information.
- C. Here are simplified instructions for uploading the bid to MissouriBUYS:
1. Find the solicitation by completing Steps 1 through 4 above.
  2. Select the three dots under "Actions." Select "Add New Response."
  3. When the Quote box opens, give the response a title and select "OK."
  4. The detailed solicitation will open. Select "Check All" for the Original Solicitation Documents, open each document, and select "Accept." If this step is not completed, a bid cannot be uploaded. Scroll to the bottom of the page and select "Add Attachments." If you do not see this command, not all documents have been opened and accepted.
  5. The Supplier Attachments box will open. Select "Add Attachment" again.
  6. The Upload Documents box will open. Read the instructions for uploading. Disregard the "Confidential" check box.
  7. Browse and attach up to 5 files at a time. Scroll to bottom of box and select "Upload." The Supplier Attachments box will open. Repeat Steps 5 through 7 if more than 5 files are to be uploaded.
  8. When the Supplier Attachments box opens again and uploading is complete, select "Done." A message should appear that the upload is successful. If it does not, go to the Bidder Response tab and select "Submit."
  9. The detailed solicitation will open. At the bottom select "Close."
- D. Any time a bidder wants to modify the bid, he or she will have to submit a new one. FMDC will open the last response the bidder submits. The bidder may revise and submit the bid up to the close of the solicitation (bid date and time). Be sure to allow for uploading time so that the bid is successfully uploaded prior to the 1:30 PM deadline; we can only accept the bid if it is uploaded before the deadline.
- E. If you want to verify that you are uploading documents correctly, please contact Paul Girouard: 573-751-4797, [paul.girouard@oa.mo.gov](mailto:paul.girouard@oa.mo.gov) ; April Howser: 573-751-0053, [April.Howser@oa.mo.gov](mailto:April.Howser@oa.mo.gov) ; or Mandy Roberson: 573-522-0074, [Mandy.Roberson@oa.mo.gov](mailto: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](mailto:cathy.holliday@oa.mo.gov).

## **SECTION 002113 – INSTRUCTIONS TO BIDDERS**

### **1.0 - SPECIAL NOTICE TO BIDDERS**

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

### **2.0 - BID DOCUMENTS**

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

### **3.0 - BIDDERS' OBLIGATIONS**

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

### **4.0 - INTERPRETATIONS**

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



## **5.0 - BIDS AND BIDDING PROCEDURE**

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

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

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

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

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

## **6.0 - SIGNING OF BIDS**

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

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

#### **7.0 - RECEIVING BID SUBMITTALS**

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

#### **8.0 - MODIFICATION AND WITHDRAWAL OF BIDS**

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

#### **9.0 - AWARD OF CONTRACT**

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

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

#### **10.0 - CONTRACT SECURITY**

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

#### **11.0 - LIST OF SUBCONTRACTORS**

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

## **12.0 - WORKING DAYS**

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

## **13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS**

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

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

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

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

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

B. MBE/WBE/SDVE General Requirements:

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

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

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

D. Certification of MBE/WBE/SDVE Subcontractors:

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

E. Waiver of MBE/WBE/SDVE Participation:

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

F. Contractor MBE/WBE/SDVE Obligations

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

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

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

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

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

<https://o eo .mo .gov /sdve -certification -program />

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





# State of Missouri Construction Contract

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

## ***Contractor Name and Address***

hereinafter called the "Contractor,"

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

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

## **ARTICLE 1. STATEMENT OF WORK**

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

**Project Name:**                    **Renovate Economic Development Offices, Suite 770  
Harry S Truman State Office Building  
Jefferson City, Missouri**

**Project Number:**            **O2403-01**

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

## **ARTICLE 3. LIQUIDATED DAMAGES**

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

**ARTICLE 4. CONTRACT SUM**

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

Base Bid: \$

**TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)**

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

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

**ARTICLE 5. PREVAILING WAGE RATE**

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

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

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

The Contractor has been granted a waiver of the 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. MBE, WBE, SDVE Compliance Evaluation Form(s) (Section 004337)
    - iv. MBE, WBE, SDVE Eligibility Determination Form for Joint Ventures (Section 004338)
    - v. MBE, WBE, SDVE Good Faith Effort (GFE) Determination Form (Section 004339)
    - vi. Missouri Service Disabled Veteran Business Form (Section 004340)
    - vii. Affidavit of Work Authorization (Section 004541)
    - viii. 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.

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

**APPROVED:**

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

\_\_\_\_\_  
Contractor's Authorized Signature

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

\_\_\_\_\_  
*Corporate Secretary*



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

PROJECT NUMBER
----------------

NAME
------

First being duly sworn on oath states: that

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

NAME
------

a  sole proprietorship  partnership  
 limited liability company (LLC)

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

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

PROJECT TITLE
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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
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**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	DATE INSTALLED
LOCATION		

**SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT**

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**REASON FOR SUBSTITUTION**

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**DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?**

YES     NO

IF YES, EXPLAIN

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**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:

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Substitution is accepted.

Substitution is accepted with the following comments:

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Substitution is not accepted.

ARCHITECT/ENGINEER

DATE



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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at  
 \_\_\_\_\_  
 (ADDRESS OF PROJECT)

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

DOES HEREBY:

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

DATED this            day of            , 20    .

NAME OF SUBCONTRACTOR
-----------------------

BY (TYPED OR PRINTED NAME)
----------------------------

SIGNATURE
-----------

TITLE
-------

ORIGINAL: FILE/Closeout Documents



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

**MBE/WBE/SDVE PROGRESS REPORT**

Remit with **ALL** Progress and Final Payments

(Please check appropriate box) CONSULTANT CONSTRUCTION

PAY APP NO.	PROJECT NUMBER
CHECK IF FINAL <input checked="" type="checkbox"/> <b>FINAL</b>	DATE

PROJECT TITLE

PROJECT LOCATION

FIRM

ORIGINAL CONTRACT SUM (Same as Line Item 1. on Form A of Application for Payment) \$	TOTAL CONTRACT SUM TO DATE (Same as Line Item 3. on Form A of Application for Payment) \$
---	--

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

SELECT MBE, WBE, SDVE	ORIGINAL CONTRACT PARTICIPATION AMOUNT	PARTICIPATION AMOUNT PAID-TO-DATE (includes approved contract changes)	CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER COMPANY NAME
<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 EMBOSSEER OR BLACK INK RUBBER STAMP SEAL	STATE	COUNTY (OR CITY OF ST. LOUIS)
	SUBSCRIBED AND SWORN BEFORE ME, THIS	
	DAY OF	YEAR
	NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES
NOTARY PUBLIC NAME (TYPED OR PRINTED)		<b>USE RUBBER STAMP IN CLEAR AREA BELOW</b>

FILE: Closeout Documents

# GENERAL CONDITIONS

## INDEX

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- 1.5. Anti-Kickback
- 1.6. Patents and Royalties
- 1.7. Preference for American and Missouri Products and Services
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- 1.12. Disputes and Disagreements

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

## ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

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

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



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

#### **ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT**

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

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

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

B. The Contractor and his subcontractors shall develop, implement, maintain and submit in writing to the Owner an affirmative action program if at least fifty (50) persons in the aggregate are employed under this contract. If less than fifty (50) persons in the aggregate are to be employed under this contract, the Contractor shall submit, in lieu of the written affirmative action program, a properly executed Affidavit for Affirmative Action

in the form included in the contract specifications. For the purpose of this section, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting and training) in providing equal employment opportunity regardless of race, color, sex, national origin, religion, age (where the person affected is between age 40 and 70), disabled and Vietnam-era veteran status, and disability. Such "affirmative action program" shall include:

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

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

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

#### **ARTICLE 1.5 - ANTI-KICKBACK**

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

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

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

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

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

- A. By virtue of statutory authority a preference will be given to Missouri labor and to products of mines, forests and quarries of the state of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes and Cumulative Supplements.
- B. Furthermore, pursuant to Section 34.076 Missouri Revised Statutes and Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a non-domiciliary bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be

required for a Missouri bidder to successfully bid in the non-domiciliary state.

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

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

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

#### **ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION**

- A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.
- B. The Contractor shall consult the drawings for all other contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Owner's Representative before the work is performed. If the Contractor fails to do this, and constructs any

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

- C. Each contractor shall be required to coordinate his work with other contractors so as to afford others reasonable opportunity for execution of their work. No contractor shall delay any other contractor by neglecting to perform contract work at the proper time. If any contractor causes delay to another, they shall be liable directly to that contractor for such delay in addition to any liquidated damages which might be due the Owner.
- D. Should the Contractor or project associated subcontractors refuse to cooperate with the instructions and reasonable requests of other Contractors or other subcontractors in the overall coordinating of the work, the Owner may take such appropriate action and issue directions, as required, to avoid unnecessary and unwarranted delays.
- E. Each Contractor shall be responsible for damage done to Owner's or other Contractor's property by him/her or workers in his employ through their fault or negligence.
- F. Should a Contractor sustain any damage through any act or omission of any other Contractor having a contract with the Owner, the Contractor so damaged shall have no claim or cause of action against the Owner for such damage, but shall have a claim or cause of action against the other Contractor to recover any and all damages sustained by reason of the acts or omissions of such Contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any unreasonable delay on the part of any such contractors.

#### **ARTICLE 1.10 - ASSIGNMENT OF CONTRACT**

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

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

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

#### **ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS**

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

#### **ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES**

- A. The Owner shall give all orders and directions contemplated under this contract relative to the execution of the work. During progress of work the Owner will be represented at the project site by the Construction Representative and/or Designer, whose responsibilities are to see that this contract is properly fulfilled.
- B. The Owner shall at all times have access to the work whenever it is in preparation or progress. The Contractors shall provide proper facilities for such access and for inspection and supervision.
- C. All materials and workmanship used in the work shall be subject to the inspection of the Designer and Construction Representative, and any work which is deemed defective shall be removed, rebuilt or made good immediately upon notice.

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

- D. If the Contractor fails to proceed at once with the correction of rejected defective materials or workmanship, the Owner may, by separate contract or otherwise, have the defects remedied or rejected. Materials removed from the site and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.
- E. Failure or neglect on the part of Owner to observe faulty work, or work done which is not in accordance with the drawings and specifications shall not relieve the Contractor from responsibility for correcting such work without additional compensation.
- F. The Owner shall have the right to direct the Contractor to uncover any completed work.
  - 1. If the Contractor fails to adequately notify the Construction Representative and/or Designer of an inspection as required by the Contract Documents, the Contractor shall, upon written request, uncover the work. The Contractor shall bear all costs associated with uncovering and again covering the work exposed.
  - 2. If the Contractor is directed to uncover work, which was not otherwise required by the Contract Documents to be inspected, and the work is found to be defective in any respect, no compensation shall be allowed for this work. If, however, such work is found to meet the requirements of this contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 10% shall be allowed the Contractor.
- G. The Designer shall give all orders and directions contemplated under this contract relative to the scope of the work and shall give the initial interpretation of the contract documents.
- H. The Owner may file a written notice to the Contractor to dismiss immediately any subcontractors, project managers, superintendents, foremen, workers, watchmen or other employees whom the Owner may deem incompetent, careless or a hindrance to proper or timely execution of the work. The Contractor shall comply with such notice as promptly as practicable without detriment to the work or its progress.

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

### **ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES**

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

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

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

**ARTICLE 3.2 -- SUBMITTALS**

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

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

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

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

possible resubmission, and approval. Fabrication of work shall not commence until the Contractor has received approval. The Contractor shall furnish prints of approved shop drawings and schedules to all subcontractors whose work is in any way related to the work under this contract. Only prints bearing this approval will be allowed on the site of construction

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

**ARTICLE 3.3 – AS-BUILT DRAWINGS**

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

**ARTICLE 3.4 – GUARANTY AND WARRANTIES**

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

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

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

**B. Extended Warranty**

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

**ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS**

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

1. Start-up and Shut-down Procedures: Provide a step-by-step write up of all major equipment. When manufacturer's printed start-up, trouble shooting and shut-down procedures are available; they may be incorporated into the operating manual for reference.
2. Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.
3. Equipment List: List of all major equipment as installed shall be prepared to include model number, capacities, flow rate, name place data, shop drawings and air and water balance reports.
4. Service Instructions: Provide the following information for all pieces of equipment.

- a. Recommended spare parts including catalog number and name of local supplier or factory representative.
- b. Belt sizes, types, and lengths.
- c. Wiring diagrams.

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

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

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

1. Manuals shall be in quadruplicate, and all materials shall be bound into volumes of standard 8½" x 11" hard binders. Large drawings too bulky to be folded into 8½" x 11" shall be separately bound or folded and in envelopes, cross referenced and indexed with the manuals.
2. The manuals shall identify project name, project number, and include the name and address of the Contractor, subcontractors and manufacturers who were involved with the activity described in that particular manual.
3. Internally subdivide the binder contents with permanent page dividers, logically organized with tab titles clearly printed under reinforced laminated plastic tabs.
4. Contents: Prepare a Table of Contents for each volume, with each product or system description identified.

**ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES**

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

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

- C. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and insure completion thereof within the time specified.
- D. The Contractor and each of his subcontractors shall submit to the Construction Representative, through the Designer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- E. The Contractor, subcontractors, and material suppliers shall upon written request, give the Owner access to all time cards, material invoices, payrolls, estimates, profit and loss statements, and all other direct or indirect costs related to this work.
- F. The Contractor shall be responsible for laying out all contract work such as layout of architectural, structural, mechanical and electrical work, which shall be coordinated with layouts of subcontractors for general construction work. The Contractor is also responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by him/her, whether furnished by Contractor or others. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.
- G. The Contractor must notify the Construction Representative at least one working day before placing concrete or burying underground utilities, pipelines, etc.
- H. Contractors shall prearrange time with the Construction Representative for the interruption of any facility operation. Unless otherwise specified in these documents, all connections, alterations or relocations as well as all other portions of the work will be performed during normal working hours.
- I. The Contractor shall coordinate all work so there will not be prolonged interruptions of existing equipment operation. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections necessary for the project, which affect portions of this construction or building or any other building must be scheduled with the Construction Representative to minimize or avoid any disruption of facility operations. In no case,

unless previously approved in writing by the Construction Representative, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities either intentionally or accidentally shall not relieve the Contractor responsible for the interruption from the responsibility to repair and restore the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.

- J. Contractors shall limit operations and storage of materials to the area within the project, except as necessary to connect to existing utilities, and shall not encroach on neighboring property. The Contractor shall be responsible for repair of their damage to property on or off the project site occurring during construction of project. All such repairs shall be made to the satisfaction of the property owner.
- K. Unless otherwise permitted, all materials shall be new and both workmanship and materials shall be of the best quality.
- L. Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, and/or install and pay for materials, devices, mechanisms, equipment, all necessary personnel, utilities including, but not limited to water, heat, light and electric power, transportation services, applicable taxes of every nature, and all other facilities necessary for the proper execution and completion of the work.
- M. Contractor shall carefully examine the plans and drawings and shall be responsible for the proper fitting of his material, equipment and apparatus into the building.
- N. The Contractor or subcontractors shall not overload, or permit others to overload, any part of any structure during the performance of this contract.
- O. All temporary shoring, bracing, etc., required for the removal of existing work and/or for the installation of new work shall be included in this contract. The Contractor shall make good, at no cost to the Owner, any damage caused by improper support or failure of shoring in any respect. Each Contractor shall be responsible for shoring required to protect his work or adjacent property and improvements of Owner and shall be responsible for shoring or for giving written notice to adjacent property owners. Shoring shall be removed only after completion of permanent supports.

- P. The Contractor shall provide at the proper time such material as is required for support of the work. If openings are required, whether shown on drawings or not, the Contractor shall see that they are properly constructed.
- Q. During the performance of work the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences and other devices appropriately located on site which will give proper and understandable warning to all persons of danger of entry onto land, structure or equipment.
- R. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials.
- S. The Contractor shall be responsible for care of the finished work and shall protect same from damage or defacement until substantial completion by the Owner. If the work is damaged by any cause, the Contractor shall immediately begin to make repairs in accordance with the drawings and specifications. Contractor shall be liable for all damage or loss unless attributable to the acts or omissions of the Owner or Designer. Any claim for reimbursement shall be submitted in accordance with Article 4. After substantial completion the Contractor will only be responsible for damage resulting from acts or omissions of the Contractor or subcontractors through final warranty.
- T. In the event the Contractor encounters an unforeseen hazardous material, the Contractor shall immediately stop work in the area affected and report the condition to the Owner and Designer in writing. The Contractor shall not be required, pursuant to Article 4, to perform, any work relating to hazardous materials.
- U. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 4.
- V. Before commencing work, Contractors shall confer with the Construction Representative and facility representative and review any facility rules and regulations which may affect the conduct of the work.
- W. Project signs will only be erected on major projects and only as described in the specifications. If no sign is specified, none shall be erected.

## **ARTICLE 3.7 -- SUBCONTRACTS**

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

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

### **4.1 CHANGES IN THE WORK**

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



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

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

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

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

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

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

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

#### **ARTICLE 4.2 – CHANGES IN COMPLETION TIME**

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

the Contractor of any claim. Requests for extensions of time shall be for working days only.

#### **ARTICLE 5 - CONSTRUCTION AND COMPLETION**

##### **ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT**

- A. Upon receipt of the "Intent to Award" letter, the Contractor must submit the following properly executed instruments to the Owner:
1. Contract;
  2. Performance/payment bond as described in Article 6.1;
  3. Certificates of Insurance, or the actual policies themselves, showing that the Contractor has obtained the insurance coverage required by Article 6.2.
  4. Written Affirmative Action Plans as required in Article 1.4.
- Above referenced items must be received by the Owner within ten (10) working days after the effective date of the contract. If not received, the Owner may treat the failure to timely submit them as a refusal by the Contractor to accept a contract for this work and may retain as liquidated damages the Contractor's bid bond, cashier's check or certified check as provided in the Instructions to Bidders. Upon receipt the Owner will issue a "Notice to Proceed" with the work to the Contractor.
- B. Within the time frame noted in Section 013200 - Schedules, following receipt of the "Notice to Proceed", the Contractor shall submit to the Owner a progress schedule and schedule of values, showing activities through the end of the contract period. Should the Contractor not receive written notification from the Owner of the disapproval of the schedule of values within fifteen (15) working days, the Contractor may consider it approved for purpose of determining when the first monthly Application and Certification for Payment may be submitted.
- C. The Contractor may commence work upon receipt of the Division of Facilities Management, Design and Construction's "Notice to Proceed" letter. Contractor shall prosecute the work with faithfulness and energy, and shall complete the entire work on or before the completion time stated in the contract documents or pay to the Owner the damages resulting from the failure to timely complete the work as set out within Article 5.4.

## ARTICLE 5.2 -- PROJECT CONSTRUCTION

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

## ARTICLE 5.3 -- PROJECT COMPLETION

- A. Substantial Completion. A Project is substantially complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner's ability to use the Project for its intended purpose.
  1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
    - a. That work is essentially complete with the exception of certain listed work items. The list shall be referred to as the "Contractor's Punch."
    - b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.5A.
    - c. That the Work is ready for inspection by the Designer and Construction Representative. The Owner shall be entitled to a minimum of ten working days notice before the inspection shall be performed.
  2. If the work is acceptable, the Owner shall issue a Certificate of Substantial Completion, which shall set forth the responsibilities of the Owner and the Contractor for utilities, security, maintenance, damage to the work and risk of loss. The Certificate shall also identify those remaining items of work to be performed by the Contractor. All such work items shall be complete within 30 working days of the date of the Certificate, unless the Certificate specifies a different time. If the

Contractor shall be required to perform tests that must be delayed due to climatic conditions, it is understood that such tests and affected equipment will be identified on the Certificate and shall be accomplished by the Contractor at the earliest possible date. Performance of the tests may not be required before Substantial Completion can be issued. The date of the issuance of the Certificate of Substantial Completion shall determine whether or not the work was completed within the contract time and whether or not Liquidated Damages are due.

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

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

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

#### **ARTICLE 5.4 -- PAYMENT TO CONTRACTOR**

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

"Application and Certification for Payment" has been received and certified by the Designer. The following items are to be attached to the contractor's pay request:

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

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

1. The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.
  2. Materials stored in one location off site are valued in excess of \$25,000.
  3. That a Certificate of Insurance is provided indicating adequate protection from loss, theft conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.
  4. The materials are stored in a facility approved and inspected, by the Construction Representative.
  5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.
- F. The Owner shall determine the amount, quality and acceptability of the work and materials which are to be paid for under this contract. In the event any questions shall arise between the parties, relative to this contract or specifications, determination or decision of the Owner or the Construction Representative and the Designer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.
- G. Payments Withheld: The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:
1. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for the item or items. The cost of corrective action(s) shall be borne by the Contractor.
  2. A reasonable doubt that this contract can be completed for the unpaid balance.
3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.
  4. Failure of the Contractor to update the construction schedule.
- When the Construction Representative is satisfied the Contractor has remedied above deficiencies, payment shall be released.
- H. Final Payment: Upon receipt of written notice from the Contractor to the Designer and Project Representative that the work is ready for final inspection and acceptance, the Designer and Project Representative, with the Contractor, shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Construction Representative shall complete a final acceptance report and the Contractor will be directed to submit a final Application and Certification for Payment. If the Owner approves the same, the entire balance shall be due and payable, with the exception of deductions as provided for under Article 5.4.
1. Where the specifications provide for the performance by the Contractor of (certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of climatic conditions, such test shall may be considered as required under the provisions of the specifications, Section 013300 and this contract may be substantial Full payment will not be made until the tests have been made and the equipment and system is finally accepted. If the tests are not completed when scheduled, the Owner may deduct 150% of the value of the tests from the final payment.
  2. The final payment shall not become due until the Contractor delivers to the Construction Representative:
    - a) A complete file of releases, on the standard form included in the contract documents as "Final Receipt of Payment and Release Form", from subcontractors and material suppliers evidencing payment in full for services, equipment and materials, as the case may require, if the Owner approves, or a consent from the Surety to final payment accepting liability for any unpaid amounts.

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

**ARTICLE 6 -- INSURANCE AND BONDS**

**ARTICLE 6.1 -- BOND**

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

**ARTICLE 6.2 – INSURANCE**

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

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

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

Business Automobile Liability Insurance, ISO Coverage form number or equivalent CA 00 01 covering automobile liability, code 1 "ANY AUTO".
  3. Workers' Compensation and Employer's Liability
 

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

Insurance upon the work and all materials, equipment, supplies, temporary structures and similar items which may be incident to the performance of the work and located at or adjacent to the site, against loss or damage from fire and such other casualties as are included in extended coverage in broad "All Risk" form, including coverage for Flood and Earthquake, in an amount not less than the replacement cost of the work or this 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 007333 - SUPPLEMENTARY GENERAL CONDITIONS  
FOR FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECTS**

**1.0 Notice of Federal Funding**

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

**2.0 Definitions**

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

**3.0 Conflicting Terms or Conditions**

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

**4.0 No Obligation by Federal Government**

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

**5.0 Compliance with Federal Laws, Regulations and Executive Orders**

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

**6.0 Compliance with Civil Rights Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicants or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**8.0 Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity**  
(Executive Order 11246, 41 C.F.R. 60-4.2)

(1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

(2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<b>Time- tables</b>	<b>Goals for minority participation for each trade</b>	<b>Goals for female participation in each trade</b>
106	4.0	6.9

Insert Goals Established by U.S. Department of Labor: available at <https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf>

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 C.F.R. pt. 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 C.F.R. 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 C.F.R. pt. 60-4. Compliance with the goals will be measured against the total work hours performed.

(3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

**9.0 Standard Federal Equal Employment Opportunity Construction Contract Specifications**  
(Executive Order 11246 - 41 C.F.R. 60-4.3)

(1) As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 C.F.R. 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement

contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

(5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. pt. 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.



p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

(10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

(11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. 60-4.8.

(14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily

understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### **10.0 Prohibition of Segregated Facilities**

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

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

(The requirements of the Davis-Bacon Act and this section are not applicable to projects funded by the Land and Water Conservation Fund.)

##### **(1) Minimum wages.**

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. pt. 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one

classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act

have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the

agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal Agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in

the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. pt. 30.

- (5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 C.F.R. pt. 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal Agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. 5.12.
- (8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 C.F.R. pts. 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. pt.s 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
  - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).
  - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

#### **11.0 Copeland “Anti-Kickback” Act**

- (1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. The Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled.
- (2) The Contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. 5.12.

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

- (1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

- (1) A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. pt. 1986 Comp., p. 189) and 12689 (3 C.F.R. pt. 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (2) The contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- (3) The contractor must comply with 2 C.F.R. pt. 180, subpart C and the regulations of the granting Federal Agency regarding suspension and debarment, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.



- (4) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (5) By submitting a bid, the bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **14.0 Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)**

- (1) Contractors that apply or bid for an award exceeding \$100,000 agree to file the required certification (set forth below), in compliance with 31 U.S.C. § 1352 (as amended).
- (2) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.
- (3) Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### CERTIFICATION REGARDING LOBBYING

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **15.0 Procurement of Recovered Materials**

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

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

#### **16.0 Fair Labor Standards Act**

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

#### **17.0 Access to Records and Reports**

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

#### **18.0 Occupational Health and Safety Act**

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

#### **19.0 Rights to Inventions**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 C.F.R. pt. 401, Rights to Inventions Made by Non-profit Organizations and Small

Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 C.F.R. 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## **20.0 Energy Conservation**

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

## **21.0 Clean Air Act and Federal Water Pollution Control Act**

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

## **22.0 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**

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

## **23.0 Veteran's Preference**

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

## **24.0 Drug Free Workplace Act**

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

## **25.0 Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 U.S.C. § 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

## **26.0 Seismic Safety**

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

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

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

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and

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

### *Waivers*

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

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

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

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

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

### *Definitions*

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

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

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including

drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

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

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

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

(1) Procure or obtain;

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

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

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

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

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

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 30

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, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$60.26
Boilermaker	\$28.77*
Bricklayer	\$55.66
<b>Carpenter</b>	<b>\$49.39</b>
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$43.32
Plasterer	
Communications Technician	\$57.11
Electrician (Inside Wireman)	\$58.40
Electrician Outside Lineman	\$28.77*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$98.59
Glazier	\$28.77*
Ironworker	\$62.53
Laborer	\$43.32
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$28.77*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$62.81
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$41.55
Plumber	\$68.06
Pipe Fitter	
Roofer	\$52.39
Sheet Metal Worker	\$56.48
Sprinkler Fitter	\$64.54
Truck Driver	\$28.77*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.



Heavy Construction Rates for  
COLE County

Section 026

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$53.39
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$28.77*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$47.92
General Laborer	
Skilled Laborer	
Operating Engineer	\$60.89
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$47.77
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

# OVERTIME and HOLIDAYS

## OVERTIME

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

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

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

## HOLIDAYS

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

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

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

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Project consists of the Base Bid of Renovation of finishes, mechanical and electrical modifications, and office partition relocation in Economic Development Suite 770 in the Harry S. Truman Building.
  - 1. Project Location: Harry S. Truman Building, Suite 770 301 High St., Jefferson City, Missouri, 65102.
  - 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 1/26/2024 were prepared for the Project by the State of Missouri- Office of Administration Division of Facilities Management Design and Construction, Project Design Unit: 301 W. High Street, Jefferson City, MO 65102.
- C. The Work consists of the Base Bid of Renovation of finishes, mechanical and electrical modifications, and office partition relocation in Economic Development Suite 770 in the Harry S. Truman Building.
  - 1. The Work includes labor to remove and reinstall existing demountable solid partitions, glass wall system, doors, frames and hardware; new stud framed wall system, new door frames and installation of owner provided doors and hardware; finishes including but not limited to carpet modifications, new vinyl trim, and paint.
  - 2. The Work includes modifications to HVAC and electrical systems to accommodate new office locations, data closet and conference room.
  - 3. The Work included transportation of owner provided materials to and from the warehouse location.
  - 4. The Work includes coordination with FMDC staff to accommodate installation of new cubicles and data renovation.
- D. The Work will be constructed under a single prime contract.

#### **1.3 WORK SEQUENCE**

- A. The Work will be conducted in 1 phase.
  - 1. Total project to be completed in 70 days from notice to proceed.

#### **1.4 CONTRACTOR USE OF PREMISES**

- A. General: During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The Contractor's use of

the premises limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.

- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
  - 1. Owner Occupancy: Allow for Owner occupancy and use by the public. Suite 770 will be vacant for project duration. All other Harry S. Truman State building offices will continue operation.
  - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage cause by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

## **1.5 OCCUPANCY REQUIREMENTS**

- A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
  - 1. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions for the building.
  - 2. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions for the building.

## **1.6 OWNER-FURNISHED PRODUCTS**

- A. The Owner will furnish carpet tile, carpet mastic, replacement subfloor panels and parts, doors and limited hardware as noted, and insulated ceiling tiles. The Work includes providing support systems to receive Owner's equipment, and mechanical and electrical connections.
  - 1. The Owner will arrange for and deliver necessary shop drawings, product data, and samples to the Contractor.
  - 2. The Contractor is responsible for receiving, unloading and handling Owner furnished items at the site.
  - 3. Following delivery, the Contractor will inspect items delivered for damage. The Contractor shall not accept damaged items and shall notify the Owner of rejection of damaged items.
  - 4. If Owner-furnished items are damaged, defective, or missing, the Owner will arrange for replacement.
  - 5. The Owner will arrange for manufacturer's field services and for the delivery of manufacturer's warranties to the appropriate Contractor.

6. The Contractor shall designate delivery dates of Owner-furnished items in the Contractor's Construction Schedule.
7. The Contractor shall review shop drawings, product data and samples and return them to the Designer noting discrepancies or problems anticipated in use of the project.
8. The Contractor is responsible for protecting Owner-furnished items from damage, including damage from exposure to the elements. The Contractor shall repair or replace items damaged as a result of his operations.

## **1.7 MISCELLANEOUS PROVISIONS**

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

### **PART 3 - EXECUTION**

#### **3.1 SCHEDULE OF PRODUCTS ORDERED IN ADVANCE**

**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. Lump-sum allowances.
  - 2. Facility interruption allowances.
- C. Related Sections include the following:
  - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.

#### **1.3 FACILITY INTERRUPTION ALLOWANCE**

- A. Included within the completion period for this project are a specified number of “Facility Interruption” days (see Schedule of Allowances).
- B. The Contractor’s progress schedule shall clearly indicate the facility interruption day allowance as an “activity” or “activities”. In the event facility interruptions 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 facility interruption 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 “facility interruption” 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 “facility interruption” 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 “facility interruption” day documentation after it is presented, with or without the notes of disagreement, shall constitute agreement with the “facility interruption” 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 “facility interruption” day allowance.

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

#### **1.4 SELECTION AND PURCHASE**

- A. Purchase products and systems selected by Designer from the designated supplier.

#### **1.5 SUBMITTALS**

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### **1.6 COORDINATION**

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

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

### **PART 3 - EXECUTION**

#### **3.1 SCHEDULE OF ALLOWANCES**

- A. Facility Interruption: Included within the completion period for this Project 3 “facility interruption” days.

**END OF SECTION 012100**

## **SECTION 012200 – UNIT PRICES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for Unit Prices.
- B. Related Sections include the following:
  - 1. Division 1 Section "Allowances" for procedures for using Unit Prices to adjust quantity allowances.
  - 2. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
  - 3. Division 09 Section "096933- Low Profile Fixed Height Access Flooring" for procedures for measurement and payment for labor to install owner provided panels.

#### **1.3 DEFINITIONS**

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

#### **1.4 PROCEDURES**

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



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

**PART 3 - EXECUTION**

**3.1 LIST OF UNIT PRICES**

- A. Unit Price No. 1 – Labor to replace owner provided Low Profile Fixed-Height Access Panel Flooring:
1. Description: Labor and transportation to install or correct the subfloor structure of Suite 770's Low Profile Fixed-Height Access Panel Flooring according to Division 09 Section "096933-Low-Profile Fixed Height Access Flooring"
  2. Unit of Measurement: one panel – 24" x 24"
  3. Base Bid Quantity: 10 panels.

**END OF SECTION 012200**

## **SECTION 012600 – CONTRACT MODIFICATION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract Modifications.
- B. Related Sections include the following:
  - 1. Division 1, Section 012100 "Allowances" for procedural requirements for handling and processing Allowances.
  - 2. Division 1, Section 012200 "Unit Prices" for administrative requirements for using Unit Prices.
  - 3. Division 1, Section 013115 "Project Management Communications" for administrative requirements for communications.
  - 4. Division 0, Section 007213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.
  - 5. Division 0, Section 007213, Article 4.0 "Changes in the Work" for Change Order requirements.

#### **1.3 REQUESTS FOR INFORMATION**

- A. In the event that the Contractor or Subcontractor, at any tier, determines that some portion of the Drawings, Specifications, or other Contract Documents requires clarification or interpretation, the Contractor shall submit a "Request for Information" (RFI) in writing to the Designer. A RFI may only be submitted by the Contractor and shall only be submitted on the RFI forms provided by the Owner. The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed. In the RFI, the Contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.
- B. Responses to RFI shall be issued within ten (10) working days of receipt of the Request from the Contractor unless the Designer determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Designer, the Designer will, within five (5) working days of receipt of the request, notify the Contractor of the anticipated response time. If the 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<sup>®</sup> 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<sup>®</sup> as provided by "e-Builder<sup>®</sup>" 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<sup>®</sup> will provide on-going support through on-line help files.
- C. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
- D. Purpose: The intent of using E-Builder<sup>®</sup> is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files
- E. Authorized Users: Access to the web site will be by individuals who are authorized users.
  - 1. Individuals shall complete the E-Builder New Company/User Request Form located at the following web site: <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](mailto:OA.FMDCE-BuilderSupport@oa.mo.gov).

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

distribution to parties outside of the project communication system shall be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.

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

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

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

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

1. Providing suitable computer systems for each licensed user at the users normal work location<sup>1</sup> with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
2. Each of the above referenced computer systems shall have the following minimum system<sup>2</sup> and software requirements:
  - a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
    - 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

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

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

## **SECTION 013200 – SCHEDULE – BAR CHART**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

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

### **PART 3 - EXECUTION**

#### **3.1 SUBMITTAL PROCEDURES**

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

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

### 3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

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

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

### **3.3 SCHEDULE OF SUBMITTALS**

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

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

### **3.4 SCHEDULE OF INSPECTIONS AND TESTS**

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

### **END OF SECTION 013200**

## **SECTION 013300 – SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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



### **1.3 SUBMITTAL PROCEDURES**

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

### **1.4 SHOP DRAWINGS**

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

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

## **1.5 PRODUCT DATA**

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

## **1.6 SAMPLES**

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

elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

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

## **1.7 QUALITY ASSURANCE DOCUMENTS**

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

4. The Contractor shall take four (4) site photographs from differing directions and a minimum of five (5) interior photographs indicating the relative progress of the Work.

## 1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

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

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 REQUIRED SUBMITTALS

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

SPEC SECTION	TITLE	CATEGORY
013200	Schedules	Construction Schedule
013200	Schedules	Schedule of Values
013200	Schedules	List of Subcontractors
013200	Schedules	Major Material Suppliers
054000	Cold-Formed Metal Framing	Product Data
054000	Cold-Formed Metal Framing	Sample
054000	Cold-Formed Metal Framing	Certification
054000	Cold-Formed Metal Framing	Warranty
096513	Resilient Base and Accessories	Product Data
096513	Resilient Base and Accessories	Sample
096513	Resilient Base and Accessories	Certification
096513	Resilient Base and Accessories	Warranty
097200	Prefinished Gypsum Board	Product Data
097200	Prefinished Gypsum Board	Sample
097200	Prefinished Gypsum Board	Certification
097200	Prefinished Gypsum Board	Warranty
099123	Interior Painting	Product Data
099123	Interior Painting	Sample
099123	Interior Painting	Certification
099123	Interior Painting	Warranty
211000	Water-Based Fire-Suppression Systems	Product Data
211000	Water-Based Fire-Suppression Systems	Shop Drawings
211000	Water-Based Fire-Suppression Systems	Certification
211000	Water-Based Fire-Suppression Systems	O & M Data

<b>SPEC SECTION</b>	<b>TITLE</b>	<b>CATEGORY</b>
230593	Testing, Adjusting and Balancing for HVAC	Certification
230593	Testing, Adjusting and Balancing for HVAC	Test Report
230713	Duct Insulation	Product Data
233713.13	Air Diffusers	Product Data
233713.23	Registers and Grilles	Product Data
262816	Enclosed Switches and Circuit Breakers	Product Data

**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.

### **3.5 PROTECTION OF PERSONS AND PROPERTY**

#### **A. SAFETY PRECAUTIONS AND PROGRAMS**

1. The Contractor shall at all times conduct operations under this Contract in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall promptly take precautions which are necessary and adequate against conditions created during the progress of the Contractor's activities hereunder which involve a risk of bodily harm to persons or a risk of damage to property. The Contractor shall continuously inspect Work, materials, and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with applicable safety laws, standards, codes, and regulations in the jurisdiction where the Work is being performed, specifically, but without limiting the generality of the foregoing, with rules regulations, and standards adopted pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 and applicable amendments.
2. All contractors, subcontractors and workers on this project are subject to the Construction Safety Training provisions 292.675 RSMo.
3. In the event the Contractor encounters on the site, material reasonably believed to be



asbestos, polychlorinated biphenyl (PCB), lead, mercury, or other material known to be hazardous, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner's Representative and the Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner's Representative and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner's Representative and the Contractor. "Rendered Harmless" shall mean that levels of such materials are less than any applicable exposure standards, including but limited to OSHA regulations.

## B. SAFETY OF PERSONS AND PROPERTY

1. The Contractor shall take reasonable precautions for safety of, and shall provide protection to prevent damage, injury, or loss to:
  - a. clients, staff, the public, construction personnel, and other persons who may be affected thereby;
  - b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors of any tier; and
  - c. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
2. The Contractor shall give notices and comply with applicable laws, standards, codes, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.
5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, and for which the Contractor is responsible under this Section, except damage or loss attributable solely to acts or omissions of Owner or the Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations stated elsewhere in the Contract.
6. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents, and the maintaining, enforcing

and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner's Representative and Architect. The Contractor shall hold regularly scheduled safety meetings to instruct Contractor personnel on safety practices, accident avoidance and prevention, and the Project Safety Program. The Contractor shall furnish safety equipment and enforce the use of such equipment by its employees and its subcontractors of any tier.

7. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
8. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work which cause death, lost time injury, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately.
9. The Contractor shall promptly notify in writing to the Owner of any claims for injury or damage to personal property related to the work, either by or against the Contractor.
10. The Owner assumes no responsibility or liability for the physical condition or safety of the Work site or any improvements located on the Work site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time concerning any failure by the Contractor or any Subcontractor to comply with the requirements of this Paragraph.
11. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.
12. The Contractor shall maintain at his own cost and expense, adequate, safe and sufficient walkways, platforms, scaffolds, ladders, hoists and all necessary, proper, and adequate equipment, apparatus, and appliances useful in carrying on the Work and which are necessary to make the place of Work safe and free from avoidable danger for clients, staff, the public and construction personnel, and as may be required by safety provisions of applicable laws, ordinances, rules regulations and building and construction codes.

**END OF SECTION 013513.10**

## **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. Ventilation
  - 5. Sanitary facilities, including drinking water
- C. Support facilities include, but are not limited to, the following:
  - 1. Field offices and storage sheds
  - 2. Construction parking
  - 3. Temporary enclosures
  - 4. Hoists and temporary elevator use
  - 5. Temporary project identification signs and bulletin boards
  - 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. Environmental protection

#### **1.3 SUBMITTALS**

- A. Implementation and Termination Schedule: Within (15) days of the date established for commencement of the Work, submit a schedule indicating implementation and termination of each temporary utility.

#### **1.4 QUALITY ASSURANCE**

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

1. Building code requirements
  2. Health and safety regulations
  3. Utility company regulations
  4. Police, fire department, and rescue squad rules
  5. Environmental protection regulations
- B. Standards: Comply with NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”. ANSI A10 Series standards for “Safety Requirements for Construction and Demolition”, and NECA Electrical Design Library “Temporary Electrical Facilities”.
1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 “National Electric Code”.
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

## **1.5 PROJECT CONDITIONS**

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

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: Provide new materials. If acceptable to the Designer, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section “Rough Carpentry”.
1. For job-built temporary office, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
  2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sized and thicknesses indicated.

## **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.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

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

### **3.2 TEMPORARY UTILITY INSTALLATION**

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
  - 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
  - 3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.

4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Change Order.
- B. Temporary Water Service: The Owner will provide water for construction purposes from the existing building system. All required temporary extensions shall be provided and removed by the Contractor. Connection points and methods of connection shall be designated and approved by the Construction Representative.
- C. Temporary Electric Power Service: The Owner will provide electric power for construction lighting and power tools. Contractors using such services shall pay all costs of temporary services, circuits, outlet, extensions, etc.
- D. Temporary Heating and Cooling: The normal heating and/or cooling system of the building shall be maintained in operation during the construction. Should the Contractor find it necessary to interrupt the normal HVAC service to spaces, which have not been vacated for construction, such interruptions shall be pre-scheduled with the Construction Representative.
- E. Temporary Toilets: The Owner will provide toilets and associated facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
- F. Wash Facilities: The Owner will provide wash facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
- G. Drinking-Water Facilities: The Owner will provide drinking water facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.

### **3.3 SUPPORT FACILITIES INSTALLATION**

- A. General: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.
  1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Storage Facilities: Limited areas for storage of building materials are available onsite. Available storage areas are shown on the drawings. The Contractor shall provide his own security. Specific locations for storage and craning operations will be discussed at the Pre-Bid Meeting and the Pre-Construction Meeting.
- C. Construction Parking: Contractors must be prepared to discuss their storage and parking needs at the Pre-Bid Meeting. Parking for construction personnel cannot be provided onsite. All parking will be offsite. The Contractor will have to park on the street, in city-owned lots, or in commercial lots. Under no circumstances will any vehicle be parked in a fire lane. Parking on lawns shall be prohibited.

- D. 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.
- E. Temporary Elevator Use: The Owner will allow use of elevators within the building. All construction personnel will be allowed access only to those specific elevators designated by the Construction Representative.
- F. Project Identification and Temporary Signs: Prepare project identification and other signs of size indicated. Install signs at all employee entrances to area of work to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.
  - 1. Project Identification Signs: Engage an experienced sign painter, coordinate with Construction Administrator and Designer to apply graphics and information as needed.
  - 2. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.
- G. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80°F (27°C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

### **3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION**

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

- D. 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.
  - 1) Temporary caution tape or appropriate boundary warning to be visibly displayed and surround all subfloor needing to be removed and replaced. A suggested 4 foot barrier around all trip hazards shall be appropriate to give staff warning of flooring irregularities.
- E. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide and/or maintain existing locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
  - 1. Storage: Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- F. 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. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
    - a. Replace air filters and clean inside of ductwork and housing.



- b. Replace significantly worn parts and parts subject to unusual operating conditions.
- c. Replace lamps burned out or noticeably dimmed by hours of use.

**END OF SECTION 015000**

## **SECTION 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 024119 "Selective Demolition" for demolition and removal of selected portions 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. Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
    - a. Primary operational systems and equipment.
    - b. Fire separation assemblies.

- c. Air or smoke barriers.
  - d. Fire-suppression systems.
  - e. Mechanical systems piping and ducts.
  - f. Control systems.
  - g. Communication systems.
  - h. Fire-detection and -alarm systems.
  - i. Conveying systems.
  - j. Electrical wiring systems.
  - k. Operating systems of special construction.
2. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- a. Water, moisture, or vapor barriers.
  - b. Membranes and flashings.
  - c. Sprayed fire-resistive material.
  - d. Equipment supports.
  - e. Piping, ductwork, vessels, and equipment.
  - f. Noise- and vibration-control elements and systems.
  - g. Reinforced concrete slabs.
3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- 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.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## **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 roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation..
  - 2. Examine walls, floors, and ceilings for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- 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.
  - 3. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
- 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. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. 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."
- H. 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.
- I. 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.
- J. 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.

### **3.7 STARTING AND ADJUSTING**

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

- C. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

### **3.8 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

**END OF SECTION 017300**



## **SECTION 024119 - SELECTIVE DEMOLITION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Demolition and removal of selected portions of interior building elements and materials.
- B. Related Requirements:
  - 1. Section 011000 "Summary of Work" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
  - 2. Section 017300 "Execution" for cutting and patching procedures.

#### **1.3 DEFINITIONS**

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

#### **1.4 MATERIALS OWNERSHIP**

- A. Historic items, building components, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.
- B. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

## 1.5 PREINSTALLATION MEETINGS

- A. Pre demolition Conference: Conduct conference at Project site
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 4. Review areas where existing construction is to remain and requires protection.
  - 5. Review Project Phasing for Scope of Work.

## 1.6 SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property for dust control and for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of elevator and stairs.
  - 5. Coordination of Owner's continuing occupancy of portions of existing building.
  - 6. Locations of proposed dust and noise control temporary partitions and means of egress, including for other tenants affected by selective demolition operations.
  - 7. Means of protection for items to remain and items in path of waste removal from building.
- C. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged and provide to Owner.
- D. Pre demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- E. Project Closeout Submittals:
  - 1. Inventory: Submit a list of items that have been removed and salvaged
  - 2. Record drawings at Project closeout indication as-built conditions.
  - 3. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

## **1.7 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.
- C. Pre-demolition Conference: Conduct conference at Project site. Review methods and procedures related to selective demolition including, but not limited to, the following:
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

## **1.8 FIELD CONDITIONS**

- A. Owner will occupy portions of building adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Owner assumes no responsibility for condition of areas to be selectively demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Historic Areas: Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by 12 inches (300 mm) or more.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

## **1.9 SCHEDULING**

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

## **1.10 WARRANTY**

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

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

### **2.2 REPAIR MATERIALS**

- A. Use repair materials identical to existing materials.
  - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 2. Use materials whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
  - 1. Inventory and record the condition of items to be removed and salvaged. Provide

photographs of conditions that might be misconstrued as damage caused by salvage operations.

2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

### **3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
  1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary of Work."
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  1. Arrange to shut off indicated utilities with utility companies.
  2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  3. Conduit to Be Removed: Remove portion of conduit / piping as necessary for floor restoration and cap or plug remaining piping not to be reused with same or compatible piping material.
  4. Equipment to Be Removed: Disconnect and cap services and remove equipment.

### **3.3 PREPARATION**

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  3. Cover and protect furniture, furnishings, and equipment that have not been removed.

### **3.4 SELECTIVE DEMOLITION, GENERAL**

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches.
  5. Maintain adequate ventilation.
  6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  7. Dispose of demolished items and materials promptly.
- B. Removed and Salvaged Items:
1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area on-site as designated by Owner.
  5. Protect items from damage during transport and storage.
- C. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

### **3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS**

- A. Floor Coverings: Remove floor coverings and adhesive according to industry standard recommendations. Do not use methods requiring solvent-based adhesive strippers.

### **3.6 PATCHING AND REPAIRS**

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

1. Completely fill holes and depressions in existing walls that are to remain with an approved patching material applied according to manufacturer's written recommendations.
- C. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
- D. Floors and Walls: Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings as required for defined Scope of Work and, if necessary, patch or repair deteriorated areas to achieve uniform color and appearance where materials are to remain exposed.
  1. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
  2. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.
- E. Ceilings: Patch or repair existing ceilings as necessary to provide an even-plane surface of uniform appearance.

### **3.7 DISPOSAL OF DEMOLISHED MATERIALS**

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### **3.8 CLEANING**

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

## **END OF SECTION 024119**

## **SECTION 081213 - HOLLOW METAL FRAMES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Interior custom hollow-metal frames.

#### **1.2 DEFINITIONS**

- A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

#### **1.3 COORDINATION**

- A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.
- B. Coordinate requirements for installation of door hardware, electrified door hardware, and access control and security systems.

#### **1.4 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.

#### **1.5 ACTION SUBMITTALS**

- A. Product Data:
  - 1. Interior custom hollow-metal frames.
- B. Product Data Submittals: For each product.
  - 1. Include construction details, material descriptions, fire-resistance ratings, and finishes.
- C. Shop Drawings: Include the following:
  - 1. Elevations of each frame type.
  - 2. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
  - 3. Locations of reinforcement and preparations for hardware.



4. Details of each different wall opening condition.
  5. Details of electrical raceway and preparation for electrified hardware, access control systems, and security systems.
  6. Details of anchorages, joints, field splices, and connections.
  7. Details of accessories.
  8. Details of moldings, removable stops, and glazing.
- D. Samples for Initial Selection: For hollow-metal frames with factory-applied color finishes.
- E. Samples for Verification:
1. Finishes: For each type of exposed finish required, prepared on Samples of not less than 3 by 5 inches.
  2. Fabrication: Prepare Samples approximately 12 by 12 inches to demonstrate compliance with requirements for quality of materials and construction. Show profile, corner joint, floor and wall anchors, and silencers.
- F. Product Schedule: For hollow-metal frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.

## **1.6 INFORMATIONAL SUBMITTALS**

- A. Product Test Reports: For each type of fire-rated hollow-metal frame assembly for tests performed by a qualified testing agency indicating compliance with performance requirements.
- B. Oversize Construction Certification: For assemblies required to be fire-rated and exceeding limitations of labeled assemblies.

## **1.7 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver hollow-metal frames palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
  1. Provide additional protection to prevent damage to factory-finished units.
- B. Store hollow-metal frames vertically under cover at Project site with head up. Place on minimum 4-inch- high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

## **PART 2 - PRODUCTS**

### **2.1 HOLLOW METAL FRAMES**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to,

the following:

1. Ceco Door; AADG, Inc.; ASSA ABLOY
2. DCI Hollow Metal on Demand
3. Steelcraft; Allegion plc

## **2.2 PERFORMANCE REQUIREMENTS**

- A. Fire-Rated Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings indicated on Drawings, based on testing at positive pressure according to NFPA 252 or UL 10C.
  1. Smoke- and Draft-Control Assemblies: Listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing according to UL 1784 and installed in compliance with NFPA 105.
  2. Oversize Fire-Rated Frames: For units exceeding sizes of tested assemblies, provide certification by a qualified testing agency that frames comply with standard construction requirements for tested and labeled fire-rated assemblies except for size.

## **2.3 CUSTOM HOLLOW-METAL FRAMES**

- A. Interior Custom Hollow-Metal Frames: NAAMM-HMMA 861. At locations indicated in the Door and Frame Schedule on Drawings.
  1. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch.
  2. Construction: Knocked down.
  3. Exposed Finish: Prime.

## **2.4 FRAME ANCHORS**

- A. Jamb Anchors:
  1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.
  2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor. Provide one additional anchor for each 24 inches of frame height above 7 feet.
  3. Postinstalled Expansion Anchor: Minimum 3/8-inch- diameter bolts with expansion shields or inserts, with manufacturer's standard pipe spacer.
- B. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor.
- C. Material: ASTM A879/A879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.

1. For anchors built into exterior walls, steel sheet complying with ASTM A1008/A1008M or ASTM A1011/A1011M; hot-dip galvanized according to ASTM A153/A153M, Class B.

## 2.5 MATERIALS

- A. Metallic-Coated Steel Sheet: ASTM A653/A653M, Commercial Steel (CS), Type B.
- B. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A153/A153M.

## 2.6 FABRICATION

- A. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.
  1. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
  2. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
    - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
- B. Hardware Preparation: Factory prepare hollow-metal frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule on Drawings, and templates.
  1. Reinforce frames to receive nontemplated, mortised, and surface-mounted door hardware.
  2. Comply with BHMA A156.115 for preparing hollow-metal frames for hardware.

## 2.7 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
  1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.
- B. Factory Finish: Clean, pretreat, and apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat, complying with SDI A250.3.
  1. Color and Gloss: As selected by Architect from manufacturer's full range

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Drill and tap frames to receive nontemplated, mortised, and surface-mounted door hardware.

### **3.2 INSTALLATION**

- A. General: Install hollow-metal frames plumb, rigid, properly aligned, and securely fastened in place. Comply with approved Shop Drawings and with manufacturer's written instructions. Comply with NAAMM-HMMA 840.
- B. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.
  - 1. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
  - 2. Install frames with removable stops located on secure side of opening.
- C. Fire-Rated Openings: Install frames according to NFPA 80.
- D. Floor Anchors: Secure with postinstalled expansion anchors.
  - 1. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
- E. Solidly pack mineral-fiber insulation inside frames.
- F. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout or mortar.
- G. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
- H. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:
  - 1. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
  - 2. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
  - 3. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
  - 4. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
- I. Glazing: Comply with installation requirements in Section 088000 "Glazing" and with

hollow-metal manufacturer's written instructions.

### **3.3 CLEANING AND TOUCHUP**

- A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- B. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.
- C. Factory-Finish Touchup: Clean abraded areas and repair with same material used for factory finish according to manufacturer's written instructions.
- D. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

**END OF SECTION 081213**

## SECTION 081416 - FLUSH WOOD DOORS AND FRAMES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Solid-core five-ply flush wood veneer-faced doors.

#### 1.3 ACTION SUBMITTALS

- A. Product Data
  - 1. Solid-core five-ply flush wood veneer-faced doors.
- B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each type of door; construction details not covered in Product Data; and the following:
  - 1. Door schedule indicating door and frame location, type, size, fire protection rating, and swing.
  - 2. Door elevations, dimension, and locations of hardware.
  - 3. Dimensions and locations of blocking for hardware attachment.
  - 4. Dimensions and locations of mortises and holes for hardware.
  - 5. Clearances and undercuts.
  - 6. Requirements for veneer matching.
  - 7. Doors to be factory finished and application requirements.
  - 8. Apply AWI Quality Certification Program label to Shop Drawings.
- C. Samples for Initial Selection: For factory-finished doors.
- D. Samples for Verification:
  - 1. 1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches, for each material and finish. For each wood species, provide set of three Samples showing typical range of color and grain to be expected in finished Work.
  - 2. Plastic laminate, 6 inches square, for each color, texture, and pattern selected.
  - 3. Corner sections of doors, approximately 8 by 10 inches, with door faces and edges representing actual materials to be used.
- E. Warranty: Sample of special warranty.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

- B. Record Documents: For fire-rated doors, list of door numbers and applicable room name and number to which door accesses

## **1.5 QUALITY ASSURANCE**

- A. Manufacturer's Certification: Licensed participant in AWI's Quality Certification Program.
- B. Egress Door Inspector Qualifications: Inspector for field quality-control inspections of egress door assemblies complies with qualifications set forth in NFPA 101, Section 7.2.1.15.4 and the following:
  - 1. DHI's Fire and Egress Door Assembly Inspector (FDAI) certification.

## **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver doors and hollow metal frames palletized, wrapped, or crated to provide protection during transit and project-site storage.
- B. Comply with requirements of referenced standard and manufacturer's written instructions.
- C. Mark each door on top and bottom rail with opening number used on shop drawings.

## **1.7 COORDINATION**

- A. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

## **1.8 WARRANTY**

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Warping (bow, cup, or twist) more than 1/4 inch in a 42-by-84-inch section.
    - b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch span.
  - 2. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
  - 3. Warranty shall be in effect during the following period of time from date of Substantial Completion.
    - a. Interior Doors: Life of Installation.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Algoma Hardwoods, Inc.
  2. Ampco, Inc.
  3. Buell Door Company Inc.
  4. Chappell Door Co.
  5. Eagle Plywood & Door Manufacturing, Inc.
  6. Eggers Industries.
  7. Graham; an Assa Abloy Group company.
  8. Haley Brothers, Inc.
  9. Ideal Architectural Doors & Plywood.
  10. Ipik Door Company.
  11. Lambton Doors.
  12. Marlite.
  13. Marshfield Door Systems, Inc.
  14. Mohawk Flush Doors, Inc.; a Masonite company.
  15. Oshkosh Architectural Door Company.
  16. Poncraft Door Company.
  17. Vancouver Door Company.
  18. VT Industries Inc.

### **2.2 DOOR CONSTRUCTION, GENERAL**

- A. Low-Emitting Materials: Provide doors made with adhesives and composite wood products that do not contain urea formaldehyde.
- B. WDMA I.S.1-A Performance Grade: Heavy Duty.
- C. WDMA I.S.1-A Performance Grade:
1. Heavy Duty unless otherwise indicated.

### **2.3 VENEERED-FACED DOORS FOR TRANSPARENT FINISH**

- A. Interior Solid-Core Doors:
1. Grade: Grade A faces.
  2. Species: Red oak.
  3. Cut: Quarter sliced.
  4. Match between Veneer Leaves: Book match.
  5. Assembly of Veneer Leaves on Door Faces: Balance match.
  6. Exposed Vertical and Top Edges: Same species as faces or a compatible species.
  7. Core: Either glued wood stave or structural composite lumber.



8. Construction: Five plies. Stiles and rails are bonded to core, then entire unit abrasive planed before veneering.

## **2.4 MATERIALS**

- A. Frame Anchors: ASTM A 591/A 591M, Commercial Steel (CS), 40Z (12G) coating designation; mill phosphatized.
- B. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- C. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow metal frames of type indicated.

## **2.5 HOLLOW METAL FRAMES**

- A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.
- B. Interior Frames: Fabricated from cold-rolled steel sheet.
  1. Fabricate frames with mitered or coped corners.
  2. Fabricate frames as knocked down unless otherwise indicated.
- C. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcement plates from same material as frames.

## **2.6 FRAME ANCHORS**

- A. Jamb Anchors:
  1. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch (1.0 mm) thick.
  2. Compression Type for Drywall Slip-on Frames: Adjustable compression anchors.

## **2.7 FABRICATION**

- A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Tolerances: Fabricate hollow metal work to tolerances indicated in [SDI 117] [ANSI/NAAMM-HHAA 861].
- C. Hollow Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
  1. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
  2. Jamb Anchors: Provide number and spacing of anchors as follows:

- a. Stud-Wall Type: Locate anchors not more than 18 inches (457 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c. and as follows:
    - 1) Three anchors per jamb up to 60 inches (1524 mm) high.
    - 2) Four anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
    - 3) Five anchors per jamb from 90 to 96 inches (2286 to 2438 mm) high.
    - 4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches (610 mm) or fraction thereof above 96 inches (2438 mm) high.
    - 5) Two anchors per head for frames above 42 inches (1066 mm) wide and mounted in metal-stud partitions.
  - b. Compression Type: Not less than two anchors in each jamb.
- D. Fabricate concealed stiffeners, edge channels, and hardware reinforcement from either col- or hot-rolled steel sheet.
- E. Hardware Preparation: Factory prepare hollow metal work to receive template mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware."
- 1. Locate hardware as indicated, or if not indicated, according to [ANSI/SDI A250.8] [ANSI/NAAMM-HMMA 861].
  - 2. Reinforce doors and frames to receive nontemplated, mortised and surface-mounted door hardware.
  - 3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.

## 2.8 SHOP PRIMING

- A. Doors for Transparent Finish: Shop prime doors with stain (if required), other required pretreatments, and first coat of finish.

## 2.9 FACTORY FINISHING

- A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
  - 1. Finish faces, all four edges, edges of cutouts, and mortises.
- B. Finish doors at factory.
- C. Transparent Finish:
  - 1. Grade: Custom.
  - 2. Finish: AWI catalyzed polyurethane system.
  - 3. Staining: As approved by Designer
  - 4. Effect: Open-grain finish.
  - 5. Sheen: Semi-gloss.

## **2.10 STEEL FINISHES**

- A. Prime Finish: Apply manufacturer's standard primer immediately after cleaning and pre-treating.
- B. Paint color: Sherwin Williams, Iron Ore SW 7069

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine doors and installed door frames before hanging doors.
  - 1. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
  - 2. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 INSTALLATION**

- A. Hardware: Field verify all owner provided hardware prior to ordering finished doors and frames.
- B. Installation Instructions: Install doors to comply with manufacturer's written instructions and the referenced quality standard, and as indicated.
- C. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors. Machine doors for hardware. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.
  - 1. Clearances: Provide 1/8 inch (3.2 mm) at heads, jambs, and between pairs of doors. Provide 1/8 inch (3.2 mm) from bottom of door to top of decorative floor finish or covering unless otherwise indicated. Where threshold is shown or scheduled, provide 1/4 inch (6.4 mm) from bottom of door to top of threshold unless otherwise indicated.
    - a. Comply with NFPA 80 for fire-rated doors.
  - 2. Bevel non-fire-rated doors 1/8 inch in 2 inches (3-1/2 degrees) at lock and hinge edges.
  - 3. Bevel fire-rated doors 1/8 inch in 2 inches (3-1/2 degrees) at lock edge; trim stiles and rails only to extent permitted by labeling agency.
- D. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- E. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

### **3.3 ADJUSTING**

- A. Operation: Rehang or replace doors that do not swing or operate freely.
- B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 081416

## **SECTION 092216 - NON-STRUCTURAL METAL FRAMING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Framing systems.
  - 2. Suspension systems.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data:
  - 1. Framing systems.
  - 2. Suspension systems.
  - 3. Grid suspension systems.

#### **1.3 INFORMATIONAL SUBMITTALS**

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

#### **1.4 QUALITY ASSURANCE**

- A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association, the Steel Framing Industry Association, the Steel Stud Manufacturers Association, or the Supreme Steel Framing System Association.

#### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Notify manufacturer of damaged materials received prior to installation.
- B. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling as required by AISI S202, "Code of Standard Practice for Cold-Formed Steel Structural Framing."

## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, in accordance with ASTM E119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated on Drawings, in accordance with ASTM E90 and classified in accordance with ASTM E413 by an independent testing agency.
- C. Horizontal Deflection: For composite and non-composite wall assemblies, limited to 1/360 of the wall height based on horizontal loading of 10 lbf/sq. ft.
- D. Design framing systems in accordance with AISI S220, "North American Specification for the Design of Cold-Formed Steel Framing - Nonstructural Members," unless otherwise indicated.
- E. Design Loads: As indicated on architectural Drawings or 5 lbf/sq. ft. minimum as required by the IBC.

### **2.2 FRAMING SYSTEMS**

- A. Framing Members, General: Comply with ASTM C645, AISI S220 and ASTM C645, Section 10, AISI S220 for conditions indicated.
  - 1. Steel Sheet Components: Comply with ASTM C645, AISI S220 and ASTM C645, Section 10, AISI S220 requirements for metal unless otherwise indicated
  - 2. Protective Coating: Comply with ASTM C645; ASTM A653/A653M, G40; or coating with equivalent corrosion resistance. Galvannealed products are unacceptable.
    - a. Coating demonstrates equivalent corrosion resistance with an evaluation report acceptable to authorities having jurisdiction.
- B. Studs and Track: ASTM C645.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. CEMCO; California Expanded Metal Products Co.
    - b. ClarkDietrich
    - c. Custom Stud
    - d. Jaimes Industries
    - e. Marino\WARE
    - f. MBA Building Supplies

- g. MRI Steel Framing, LLC
- h. Phillips Manufacturing Co
- i. SCAFCO Steel Stud Company; Stone Group of Companies
- j. Steel Construction Systems; Stone Group of Companies
- k. Steel Network, Inc. (The)
- l. Telling Industries
- m. The Mill Steel Co

C. Slip-Type Head Joints: Where indicated, provide the following:

- 1. Single Long-Leg Track System: Top track with 2-inch- deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top track and with continuous bridging located within 12 inches of the top of studs to provide lateral bracing.

## 2.3 SUSPENSION SYSTEMS

A. Tie Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.062-inch- diameter wire, or double strand of 0.048-inch- diameter wire.

B. Hanger Attachments to Concrete:

- 1. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 as appropriate for the substrate.
  - a. Uses: Securing hangers to structure.
  - b. Type: Torque-controlled, expansion anchor.
  - c. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B633 or ASTM F1941, Class Fe/Zn 5, unless otherwise indicated.
- 2. Power-Actuated Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

C. Wire Hangers: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.

## 2.4 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.

- 1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
  - 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

### **3.3 INSTALLATION, GENERAL**

- A. Installation Standard: ASTM C754.
  - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.
- B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
- C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- D. Install bracing at terminations in assemblies.
- E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

### **3.4 INSTALLATION OF FRAMING SYSTEMS**

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
  - 1. Single-Layer Application: 16 inches o.c. unless otherwise indicated.
  - 2. Tile Backing Panels: 16 inches o.c. unless otherwise indicated.
- B. Install studs so flanges within framing system point in same direction.



- C. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.
  - 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
  - 2. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
  - 3. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.

### **3.5 INSTALLATION OF SUSPENSION SYSTEMS**

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
  - 1. Hangers: 48 inches o.c.
  - 2. Carrying Channels (Main Runners): 48 inches o.c.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
  - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
    - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  - 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
    - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
  - 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
  - 4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.

5. Do not attach hangers to steel roof deck.
6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
8. Do not connect or suspend steel framing from ducts, pipes, or conduit.

### **3.6 FIELD QUALITY CONTROL**

- A. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

**END OF SECTION 092216**

## **SECTION 095113 - ACOUSTICAL PANEL CEILINGS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawing A-700 "Revised Ceiling Plan"
- B. Related Requirements
  - 1. Sections 024119 "Selective Demolition"

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Acoustical panels.

#### **1.3 PREINSTALLATION MEETINGS**

- A. Pre-installation Conference: Conduct conference at Project site.

#### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver acoustical panels and accessories supplied by owner from owner's Warehouse to Project site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

#### **1.5 FIELD CONDITIONS**

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weather tight, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
  - 1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

## **PART 2 - PRODUCTS**

### **2.1 SOURCE LIMITATIONS**

- A. Source Limitations for Ceiling System: Obtain each type of acoustical ceiling panel and its supporting suspension system from single source which will be owner provided through the stock on hand. Report a final usage number per phase of installation to the owner for stock replenishment.

### **2.2 ACOUSTICAL PANELS**

- A. Acoustical Panel Standard: Owner to provide panels in accordance with ASTM E1264 and designated by type, form, pattern, acoustical rating, and light reflectance unless otherwise indicated.
- B. Color: White.
- C. Modular Size: 60" x 60".

### **2.3 GRID AND TRIM ACCESSORIES**

- A. Contractor to provide additional ceiling grid bar, trim, and accessories to match existing material and finish
  - 1. Field verify components in suite.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders unless otherwise indicated, and comply with layout shown on reflected ceiling

plans.

- B. Layout openings for penetrations centered on the penetrating items.

### **3.3 INSTALLATION OF ACOUSTICAL PANEL CEILINGS**

- A. Install acoustical panel ceilings in accordance with ASTM C636/C636M and manufacturer's written instructions.
  - 1. Fire-Rated Assembly: Install fire-rated ceiling systems in accordance with tested fire-rated design.
- B. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide precise fit.
  - 1. Arrange directionally patterned acoustical panels as follows:
    - a. Install panels with pattern running in one direction parallel to long axis of space.
  - 2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
  - 3. Install hold-down, impact clips in areas indicated; space in accordance with panel manufacturer's written instructions unless otherwise indicated.
    - a. Hold-Down Clips: Space 24 inches o.c. on all cross runners.
  - 4. Protect lighting fixtures and air ducts in accordance with requirements indicated for fire-resistance-rated assembly.

### **3.4 ERECTION TOLERANCES**

- A. Suspended Ceilings: Install main and cross runner's level to a tolerance of 1/8 inch in 12 feet, non-cumulative.
- B. Moldings and Trim: Install moldings and trim to substrate and level with ceiling suspension system to a tolerance of 1/8 inch in 12 feet, non-cumulative.

### **3.5 FIELD QUALITY CONTROL**

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
  - 1. Periodic inspection during the installation of suspended ceiling grids in accordance with ASCE/SEI 7.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections if required

- C. Acoustical panel ceiling hangers, anchors, and fasteners will be considered defective if they do not pass tests and inspections.

### **3.6 CLEANING**

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.
- B. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

**END OF SECTION 095113**

## **SECTION 096513 - RESILIENT BASE AND ACCESSORIES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

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

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches long.
- C. Product Schedule: For resilient base and accessory products. Use same designations indicated on Drawings.

#### **1.3 MAINTENANCE MATERIAL SUBMITTALS**

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

#### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

#### **1.5 FIELD CONDITIONS**

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive resilient products during the following periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.

- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

## **PART 2 - PRODUCTS**

### **2.1 VINYL BASE**

- A. Manufacturers: Subject to compliance with requirements, :
  - 1. Mohawk Group
  - 2. Flexco Corporation
  - 3. Johnsonite; a Tarkett company
- B. Product Standard: ASTM F1861, Type TV (vinyl, thermoplastic).
  - 1. Group: I (solid, homogeneous).
  - 2. Style and Location:
    - a. Style A, Straight: Provide in areas with carpet.
- C. Minimum Thickness: 0.125 inch.
- D. Height: 4 inches.
- E. Lengths: Cut lengths 48 inches long or coils in manufacturer's standard length.
- F. Outside Corners: Job formed or preformed.
- G. Inside Corners: Job formed or preformed.
- H. Colors and Patterns: Color to be chosen by owner from standard manufacturer's pallet.

### **2.2 INSTALLATION MATERIALS**

- A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.



## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
  - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
  - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

### **3.2 PREPARATION**

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until materials are the same temperature as space where they are to be installed.
  - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

### **3.3 RESILIENT BASE INSTALLATION**

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of

resilient base with manufacturer's recommended adhesive filler material.

G. Job-Formed Corners:

1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 6 inches in length.
  - a. Form without producing discoloration (whitening) at bends.
2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 6 inches in length.
  - a. Miter or cope corners to minimize open joints.

### 3.4 RESILIENT ACCESSORY INSTALLATION

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

### 3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
  1. Remove adhesive and other blemishes from surfaces.
  2. Sweep and vacuum horizontal surfaces thoroughly.
  3. Damp-mop horizontal surfaces to remove marks and soil.
- C. Protect resilient products from marks, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

**END OF SECTION 096513**

## **SECTION 096813 - TILE CARPETING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Appendix B "Tile Carpet Product Data"

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Modular carpet tile.
- B. Related Requirements:
  - 1. Section 024119 "Selective Demolition" for removing existing floor coverings.
  - 2. Section 096513 "Resilient Base and Accessories" for resilient wall base and accessories installed with carpet tile.

#### **1.3 PREINSTALLATION MEETINGS**

- A. Pre-installation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to carpet tile installation including, but not limited to, the following:
    - a. Review delivery, storage, and handling procedures.
    - b. Review ambient conditions and ventilation procedures.
    - c. Review subfloor preparation procedures.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For Installer.

#### **1.5 QUALITY ASSURANCE**

- A. Installer Qualifications: An experienced installer who is certified by the International Certified Floorcovering Installers Association at the Commercial II certification level.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.

#### **1.6 FIELD CONDITIONS**

- A. Comply with the Carpet and Rug Institute's CRI 104 for temperature, humidity, and

ventilation limitations.

- B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at levels planned for building occupants during the remainder of the construction period.
- C. Where demountable partitions or other items are indicated for installation on top of carpet tiles, install carpet tiles before installing these items. If walls are already in place carpet tiles may be cut and laid tight to fit demountable partitions.
- D. Existing Cubicles and office furniture are to be lifted, slid or moved as required to replace underlying carpet. Coordinate with Owner on methods of movement for all office furniture and cubicles.

## **PART 2 - PRODUCTS**

### **2.1 OWNER PROVIDED MATERIALS**

- A. Interface Carpet Tiles – see Appendix B
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and are recommended by carpet tile manufacturer for releasable installation.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance.
- B. Examine carpet tile for type, color, pattern, and potential defects.
- C. Subfloors: Verify the following:
  - 1. Underlayment surface is free of irregularities and substances that may interfere with adhesive bond or show through surface.
  - 2. Underlayment surface is sound and if necessary replaced with subfloor raised floor system pieces provided by owner.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. General: Comply with the Carpet and Rug Institute's CRI 104 and with carpet tile

manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile.

- B. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

### **3.3 INSTALLATION**

- A. General: Comply with the Carpet and Rug Institute's CRI 104, Section 10, "Carpet Tile," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: As recommended in writing by carpet tile manufacturer, Glue down; install every tile with full-spread, releasable, pressure-sensitive adhesive.
- C. Maintain dye-lot integrity. Do not mix dye lots in same area.
- D. Maintain pile-direction patterns as directed by Owner.
- E. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- F. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, nonstaining marking device.
- H. Install pattern parallel to walls and borders.

### **3.4 CLEANING AND PROTECTION**

- A. Perform the following operations immediately after installing carpet tile:
  - 1. Remove excess adhesive and other surface blemishes using cleaner recommended by carpet tile manufacturer.
  - 2. Remove yarns that protrude from carpet tile surface.
  - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with the Carpet and Rug Institute's CRI 104, Section 13.7.
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

**END OF SECTION 096813**

## **SECTION 096933 - LOW-PROFILE FIXED HEIGHT ACCESS FLOORING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Appendix A “Low Profile Fixed Height Access Flooring Product Data”

#### **1.2 SUMMARY**

- A. Section includes low-profile, fixed-height access flooring.

#### **1.3 COORDINATION**

- A. Coordinate location of electrical work in underfloor cavity and wire management channels with construction manager, owner to coordinate installation.

#### **1.4 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review connections between low-profile, fixed-height access flooring and electrical systems.

#### **1.5 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For Installer.

#### **1.6 QUALITY ASSURANCE**

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

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Seismic Performance: Low-profile, fixed-height access flooring shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- B. Structural Performance:

- 1. Loading Capacity: 250-lbf/sq. ft. live load with the following deflection and

permanent set:

- a. Top-Surface Deflection: Maximum 0.15 inch.
- b. Permanent Set: Maximum 0.06 inch.

## 2.2 LOW-PROFILE, FIXED-HEIGHT ACCESS FLOORING - DRAWING A-101

- A. Low-Profile, Fixed-Height Access Flooring: Manufacturer's standard, modular, steel or polymer components, designed to interconnect and provide channels for installation of wiring; with manufacturer's standard factory-applied finish.
  1. Manufacturers: Subject to compliance with requirements, owner to provide products by the following:
    - a. Access Floor Systems
  2. Module: Low-profile access flooring with nominal module size of 24 by 24 inches.
  3. Height: Low-profile access flooring with nominal height of 1-5/8 inches.
- B. Owner Provided
- C. Service Outlets and Wiring: Standard UL-listed and -labeled assemblies, for recessed mounting flush with top of floor panels; for power, communication, and signal services; and complying with the following requirements:
  1. Structural Performance: Cover capable of supporting a 1000-lbf concentrated load.
  2. Cover and Box Type: Hinged polycarbonate cover with opening for passage of cables when cover is closed and including frame and steel box or formed-steel plate for mounting electrical receptacles.
  3. Receptacles and Wiring: Equip each service outlet with power receptacles to comply with the following requirements:
    - a. Type of Receptacle: Heavy-duty duplex, two-pole, three-wire grounding, 20 A, 125 V, NEMA WD 6, Configuration 5-20R unless otherwise indicated.
    - b. Wiring Method:
      - 1) Power-in connectors, built into outlet housing, of type to fit power-in and power-out connectors of branch-circuit cables supplied with building electrical system.
- D. Fascia Closures: Where underfloor cavity is not enclosed by abutting walls or other construction, provide metal closure plates with manufacturer's standard finish.

## 2.3 FABRICATION

- A. Fabrication Tolerances:
  1. Size: Plus or minus 0.020 inch of required size.

2. Flatness: Plus or minus 0.035 inch, measured on a diagonal on top of panel.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine substrates, with Installer and manufacturer's authorized representative present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
  1. Verify that substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of conditions and deleterious substances that might interfere with attachment of pedestals.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### **3.2 PREPARATION**

- A. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- B. Lay out low-profile access flooring installation to keep the number of cut panels at floor perimeter to a minimum. Avoid using panels cut to less than 6 inches.
- C. Complete any necessary subfloor preparation, and vacuum subfloor to remove dust, dirt, and construction debris before beginning installation.

#### **3.3 INSTALLATION**

- A. Install low-profile, fixed-height access flooring and accessories under supervision of low-profile, fixed-height access-flooring manufacturer's authorized representative to produce a rigid, firm installation that complies with performance requirements and is free of instability, rocking, rattles, and squeaks.
- B. Install flooring securely in place and properly seated, with panel edges flush. Do not force panels into place.
- C. Scribe perimeter panels to provide a close fit with adjoining construction, having no voids greater than 1/8 inch where panels abut vertical surfaces.

### **END OF SECTION 096933**



## **SECTION 097200 – PREFINISHED GYPSUM BOARD**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

A. Section Includes:

1. Factory finished gypsum board with trim system for joints.

#### **1.2 REFERENCES**

A. American Society for Testing and Materials (ASTM):

1. C557, Specification for Adhesives for Fastening Gypsum Board to Wood Framing.
2. C954, Specification for Steel Drill Screws for the Application of Gypsum Board or Metal Plaster Bases to Steel Studs from 0.33 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness.
3. C1002, Specification for Steel Drill Screws for the Application of Gypsum Board or Metal Plaster Bases.
4. C1396, Specification for Gypsum Board.
5. E84, Test Method for Surface Burning Characteristics of Building Materials.

#### **1.3 SYSTEM DESCRIPTION**

A. Performance Requirements: Provide UL listed materials with fire hazard classification of wall panel, as determined by ASTM E84, as follows:

1. Flame spread not more than 25.
2. Smoke developed of not more than 50.

#### **1.4 ACTION SUBMITTALS**

A. Product Data: Manufacturer's specifications and installation instructions for each product specified.

B. Samples: Min. 2 in. by 5 in. samples of manufacturer's full range of patterns and colors for each panel covering material specified.

C. Samples for Initial Selection: For each type of trim accessory and textured finish indicated.

D. Samples for Verification: For the following products:

1. Trim Accessories: Full-size Sample in 12-inch- long length for each trim accessory indicated.
2. Textured Finishes: Manufacturer's standard size for each textured finish indicated

and on same backing indicated for Work.

## **1.5 DELIVERY, STORAGE AND HANDLING**

- A. Packaging and Shipping: Have materials shipped in manufacturer's original packages showing manufacturer's name and product brand name.
- B. Storage and Protection: Store materials inside and protected from damage by the elements. Protect ends, edges, and faces of gypsum wall panels from damage.

## **1.6 FIELD CONDITIONS**

- A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## **PART 2 - PRODUCTS**

### **2.1 SOURCE LIMITATIONS**

- A. Obtain each type of gypsum panel and joint finishing material from single source with resources to provide products of consistent quality in appearance and physical properties.

### **2.2 PREFINISHED GYPSUM BOARD**

- A. Gypsum Board: ASTM C1396/C1396M.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. NxtWall
    - b. Gold Bond Building Products LLC
    - c. Envirowall Partition Systems
  - 2. Thickness: 1/2 inch.
  - 3. Panel Covering: Vinyl
  - 4. Accessories:
    - a. Trim: Matching Trim, Snap-On
    - b. Trim: Matching Trim, One Piece (vinyl).
    - c. Clips: Edge Grip Clips.

- d. Adhesive: Ready Mix Joint Compound.

## 2.3 MATERIALS

### A. Gypsum Board:

- 1. Prefinished Gypsum Board: Gypsum core wall panel surfaced on front and long edges with vinyl and complying with ASTM C1396.
  - a. Thickness: 1/2 in.
  - b. Width: 4 ft.
  - c. Length: 8 ft. through 14 ft.
  - d. Edges: Beveled.

### B. Panel Covering:

- 1. Vinyl Film: Vinyl film without backing.
  - a. Thickness: 0.004 in. and 0.006 in.
  - b. Pattern: As selected by Architect from manufacturer's full range of samples.
  - c. Color: As selected by Architect from manufacturer's full range of samples.

### C. Accessories:

- 1. Trim: Galvanized steel retainer and matching vinyl snap-on facing.
  - a. Outside Corner: 1-5/8 in. by 1-5/8 in. face.
  - b. Interior (Batten): 1 in. face.
- 2. Trim: Extruded vinyl with vinyl facing to match panel covering.
- 3. Clips: Stamped and formed steel clip, Edge Grip Clips.
- 4. Screws: ASTM C954 or ASTM C1002 or both with threads, points, and finish as recommended by the manufacturer.
- 5. Adhesive: Drying type pre-mixed compound.
- 6. Adhesive: Setting type job mixed chemical-hardening compound.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 INSTALLATION**

- A. In accordance with manufacturer's recommendations.

### **3.3 PROTECTION**

- A. Protect prefinished gypsum wall panel installations from damage and deterioration until the date of Substantial Completion.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

**END OF SECTION 097200**

## **SECTION 099123 - INTERIOR PAINTING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Water-based finish coatings.
  - 2. Solvent-based finish coatings.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
  - 1. Include preparation requirements and application instructions.
  - 2. Indicate VOC content.
- B. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, 8 inches square.
  - 2. Apply coats on Samples in steps to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- C. Product Schedule: Use same designations indicated on Drawings and in the Interior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

#### **1.3 QUALITY ASSURANCE**

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
    - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
    - b. Other Items: Architect will designate items or areas required.
  - 2. Final approval of color selections will be based on mockups.
    - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

#### **1.4 DELIVERY, STORAGE, AND HANDLING**

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

#### **1.5 FIELD CONDITIONS**

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

### **PART 2 - PRODUCTS**

#### **2.1 WATER-BASED FINISH COATS**

- A. Interior, Latex, Eggshell: Pigmented, water-based paint for use on primed/sealed interior plaster and gypsum board, and on primed wood and metals.
  1. Manufacturers: Subject to compliance with requirements, provide product "Pittsburg Paint; Manor Hall" color matched to FMDC swatch board manufactured by the following:
    - a. PPG Paints; PPG Industries, Inc.
  2. Gloss and Sheen Level: Manufacturer's standard eggshell finish.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  1. Concrete: 12 percent.

2. Fiber-Cement Board: 12 percent.
  3. Masonry (Clay and CMUs): 12 percent.
  4. Wood: 15 percent.
  5. Gypsum Board: 12 percent.
  6. Plaster: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
  - D. Plaster Substrates: Verify that plaster is fully cured.
  - E. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
  - F. Proceed with coating application only after unsatisfactory conditions have been corrected.
    1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
  1. SSPC-SP 11.

- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- I. Aluminum Substrates: Remove loose surface oxidation.
- J. Wood Substrates:
  - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
  - 2. Sand surfaces that will be exposed to view, and dust off.
  - 3. Prime edges, ends, faces, undersides, and backsides of wood.
  - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- K. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

### 3.3 INSTALLATION

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



1. Paint the following work where exposed in occupied spaces:
  - a. Equipment, including panelboards.
  - b. Other items as directed by Architect.

### **3.4 FIELD QUALITY CONTROL**

- A. Dry-Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry-film thickness.
  1. Contractor shall touch up and restore painted surfaces damaged by testing.
  2. If test results show that dry-film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry-film thickness that complies with paint manufacturer's written recommendations.

### **3.5 CLEANING AND PROTECTION**

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
  1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
  2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
  3. Allow empty paint cans to dry before disposal.
  4. Collect waste paint by type and deliver to recycling or collection facility.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### **3.6 INTERIOR PAINTING SCHEDULE**

- A. Cement Board Substrates:
  1. Institutional Low-Odor/VOC Latex System:
    - a. Prime Coat: Interior, institutional low-odor/VOC primer sealer.
    - b. Intermediate Coat: Matching topcoat.

- c. Topcoat: Interior, latex, institutional low odor/VOC, eggshell.
- B. Architectural Woodwork: Wood paneling, and, casework.
  - 1. Latex over Latex Primer System:
    - a. Prime Coat: Interior latex primer for wood.
    - b. Intermediate Coat: Matching topcoat.
    - c. Topcoat: Interior, latex, eggshell.
- C. Gypsum Board, and, Plaster Substrates:
  - 1. Institutional Low-Odor/VOC Latex System:
    - a. Prime Coat: Interior, institutional low-odor/VOC primer sealer.
    - b. Intermediate Coat: Matching topcoat.
    - c. Topcoat: Interior, latex, institutional low odor/VOC, eggshell.

**END OF SECTION 099123**

## **SECTION 211000 - WATER-BASED FIRE-SUPPRESSION SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Fire-suppression piping, fittings, and appurtenances.
  - 2. Delegated design requirements.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data:
  - 1. For each type of product.
    - a. Include construction details, material descriptions, dimensions of individual components and profiles.
    - b. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- B. Delegated Design Submittals: For fire-suppression systems indicated to comply with performance requirements and design criteria, including analysis data, signed and sealed by the qualified professional engineer responsible for their preparation.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For qualified Installer and professional engineer.
- B. Design Data: Approved fire-suppression piping working plans, prepared in accordance with NFPA 13, and including hydraulic calculations if applicable.
- C. Field quality-control reports.

#### **1.4 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For fire-suppression systems and specialties to include in emergency, operation, and maintenance manuals.

#### **1.5 QUALITY ASSURANCE**

- A. Installer Qualifications:
  - 1. Installer's responsibilities include designing, fabricating, and installing fire-suppression systems and providing professional engineering services needed to

assume engineering responsibility.

- a. Engineering Responsibility: Preparation of working plans, calculations, and field test reports by qualified professional engineer.

## **1.6 FIELD CONDITIONS**

- A. Interruption of Existing Fire-Suppression Service: Do not interrupt fire-suppression service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary fire-suppression service in accordance with requirements indicated:
  1. Notify Owner no fewer than seven days in advance of proposed interruption of fire-suppression service.
  2. Do not proceed with interruption of fire-suppression service without Owner's written permission.

## **PART 2 - PRODUCTS**

### **2.1 SYSTEM DESCRIPTION**

- A. Automatic wet-pipe sprinkler system.

### **2.2 PERFORMANCE REQUIREMENTS**

- A. Delegated Design: Engage a qualified professional engineer to design fire-suppression systems.
  1. Sprinkler Occupancy Hazard Classifications:
    - a. Offices, including Data Processing: Light Hazard.
  2. Minimum Density for Automatic-Sprinkler Piping Design:
    - a. Light-Hazard Occupancy: 0.10 gpm/sq. ft. over 1500 sq. ft. area.
  3. Maximum protection area per sprinkler in accordance with UL listing.
  4. Maximum Protection Area per Sprinkler:
    - a. Office Spaces: 225 sq. ft..
    - b. Other Areas: In accordance with NFPA 13 recommendations unless otherwise indicated.
  5. Total Combined Hose-Stream Demand Requirement: In accordance with NFPA 13.

## **FIRE-SUPPRESSION PIPING, FITTINGS, AND APPURTENANCES**

### **B. Steel Pipe, Fittings, and Appurtenances:**

1. Schedule 40 Steel Pipe: black-steel pipe, ASTM A53/A53M, ASTM A135/A135M, or ASTM A795/A795M.
  - a. Standards:
    - 1) UL 852.
    - 2) FM 1630.
  - b. Factory-applied exterior coating.
  - c. Factory-applied bacterial-resistant internal coating to reduce microbiologically influenced corrosion.
  - d. Pipe ends may be factory or field formed to match joining method.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Coordinate with Owner to shut off water and fire alarm controls in work area prior to construction. Ensure work is done such that fire suppression systems are operable overnight.

### **3.2 INSTALLATION OF FIRE-SUPPRESSION PIPING**

- A. Piping Standard: Comply with NFPA 13 requirements for installation of fire-suppression piping.
- B. Install listed fittings to make changes in direction, branch takeoffs from mains, and reductions in pipe sizes.
- C. Install unions adjacent to each valve in pipes NPS 2 and smaller.
- D. Install flanges, flange adapters, or couplings for grooved-end piping on valves, apparatus, and equipment having NPS 2-1/2 and larger end connections.
- E. Fill wet-type fire-suppression system piping with water.

### **3.3 INSTALLATION OF PIPING JOINTS**

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.
- C. Threaded Joints: Thread pipe with tapered pipe threads in accordance with ASME

B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads.
  2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.
- D. Steel-Piping, Pressure-Sealed Joints: Join steel pipe and steel pressure-seal fittings with tools recommended by fitting manufacturer.

### **3.4 INSTALLATION OF SPRINKLERS**

- A. Install sprinkler heads in ceiling tile to accommodate existing or future light fixtures. Refer to proposed fire protection drawings for preferred locations within tile.

### **3.5 FIELD QUALITY CONTROL**

- A. Perform tests and inspections as required by NFPA 13, and manufacturer's installation guidelines.
- B. Fire-suppression piping system will be considered defective if it does not pass tests and inspections.
- C. Fire-suppression piping system components considered defective during testing will be replaced with new components. Repair of defective components is not acceptable.
- D. Prepare test and inspection reports.

### **3.6 CLEANING**

- A. Clean dirt and debris from fire-suppression system piping, system control valves, sprinklers, and associated components.
- B. Only sprinklers with their original factory finish are acceptable. Remove and replace any sprinklers that are painted or have any other finish than their original factory finish.

### **3.7 DEMONSTRATION**

- A. Train Owner's maintenance personnel to adjust, operate, and maintain all installed equipment.

## **END OF SECTION 211000**

## **SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

A. Section Includes:

1. Testing, adjusting, and balancing of existing HVAC systems and equipment.

#### **1.2 DEFINITIONS**

- A. AABC: Associated Air Balance Council.
- B. NEBB: National Environmental Balancing Bureau.
- C. TAB: Testing, adjusting, and balancing.
- D. TABB: Testing, Adjusting, and Balancing Bureau.
- E. TAB Specialist: An independent entity meeting qualifications to perform TAB work.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: Within 15 working days of Contractor's Notice to Proceed, submit documentation that the TAB specialist and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Certified TAB reports.
- C. Instrument calibration reports, to include the following:
  1. Instrument type and make.
  2. Serial number.
  3. Application.
  4. Dates of use.
  5. Dates of calibration.

#### **1.4 QUALITY ASSURANCE**

- A. TAB Specialists Qualifications, Certified by NEBB, or, TABB:
  1. TAB Field Supervisor: Employee of the TAB specialist and certified by NEBB, or, TABB.
  2. TAB Technician: Employee of the TAB specialist and certified by NEBB, or, TABB.

- B. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."
- C. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.7.2.3 - "System Balancing."
- D. Code and AHJ Compliance: TAB is required to comply with governing codes and requirements of authorities having jurisdiction.

## **1.5 FIELD CONDITIONS**

- A. Partial Owner Occupancy: Owner may occupy completed areas of building before Substantial Completion. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

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

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems designs that may preclude proper TAB of systems and equipment.
- B. Examine installed systems for balancing devices, such as manual volume dampers. Verify that locations of these balancing devices are applicable for intended purpose and are accessible.
- C. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- D. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible and their controls are connected and functioning.
- E. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

### **3.2 GENERAL PROCEDURES FOR TESTING AND BALANCING**

- A. Mark equipment and balancing devices with other suitable, permanent identification material to show final settings.
- B. Take and report testing and balancing measurements in inch-pound (IP) units.



### **3.3 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS**

- A. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
- B. Check dampers for proper position to achieve desired airflow path.
- C. Check for airflow blockages.

### **3.4 PROCEDURES FOR VARIABLE-AIR-VOLUME SYSTEMS**

- A. Adjust the variable-air-volume systems as follows:
  - 1. Calibrate and balance each terminal unit for maximum and minimum design airflow as follows:
    - a. Adjust controls so that terminal is calling for maximum airflow. Some controllers require starting with minimum airflow. Verify calibration procedure for specific project.
    - b. When maximum airflow is correct, balance the air outlets downstream from terminal units.

### **3.5 TOLERANCES**

- A. Set HVAC system's airflow rates and water flow rates within the following tolerances:
  - 1. Air Outlets and Inlets: Plus or minus 10 percent. If design value is less than 100 cfm, within 10 cfm.
- B. Maintaining pressure relationships as designed shall have priority over the tolerances specified above.

### **3.6 FINAL REPORT**

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
  - 1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
  - 2. Include a list of instruments used for procedures, along with proof of calibration.
  - 3. Certify validity and accuracy of field data.
- B. Final Report Contents: In addition to certified field-report data, include the following:
  - 1. Field test reports prepared by system and equipment installers.
  - 2. Other information relative to equipment performance; do not include Shop Drawings and Product Data.

C. General Report Data: In addition to form titles and entries, include the following data:

1. Title page.
2. Name and address of the TAB specialist.
3. Project name.
4. Project location.
5. Architect's name and address.
6. Engineer's name and address.
7. Contractor's name and address.
8. Report date.
9. Signature of TAB supervisor who certifies the report.
10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
11. Summary of contents, including the following:
  - a. Indicated versus final performance.
  - b. Notable characteristics of systems.
  - c. Description of system operation sequence if it varies from the Contract Documents.
12. Nomenclature sheets for each item of equipment.
13. Data for terminal units, including manufacturer's name, type, size, and fittings.
14. Notes to explain why certain final data in the body of reports vary from indicated values.

D. Air-Terminal-Device Reports:

1. Unit Data:
  - a. System and air-handling unit identification.
  - b. Location and zone.
  - c. Apparatus used for test.
  - d. Area served.
  - e. Make.
  - f. Number from system diagram.
  - g. Type and model number.
  - h. Size.
  - i. Effective area in sq. ft..
2. Test Data (Indicated and Actual Values):
  - a. Airflow rate in cfm.
  - b. Air velocity in fpm.
  - c. Preliminary airflow rate as needed in cfm.
  - d. Preliminary velocity as needed in fpm.
  - e. Final airflow rate in cfm.
  - f. Final velocity in fpm.
  - g. Space temperature in deg F.

E. Instrument Calibration Reports:

1. Report Data:
  - a. Instrument type and make.
  - b. Serial number.
  - c. Application.
  - d. Dates of use.
  - e. Dates of calibration.

### **3.7 VERIFICATION OF TAB REPORT**

- A. Prepare test and inspection reports.

**END OF SECTION 230593**

## **SECTION 230713 - DUCT INSULATION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes insulating the following duct services:
  - 1. Indoor, concealed supply air.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory- and field-applied if any).

#### **1.3 QUALITY ASSURANCE**

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or craft training program.

#### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Packaging: Insulation material containers are to be marked with the manufacturer's name, appropriate ASTM standard designation, type and grade, and maximum use temperature.

#### **1.5 COORDINATION**

- A. Coordinate clearance requirements with duct Installer for duct insulation application.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products in accordance with ASTM E84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation, jacket materials, adhesive, mastic, tapes, and cement material containers with appropriate markings of applicable testing agency.
  - 1. All Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

## **2.2 INSULATION MATERIALS**

- A. Comply with requirements in "Duct Insulation Schedule, General" article for where insulating materials are to be applied.
- B. Products do not contain asbestos, lead, mercury, or mercury compounds.
- C. Glass-Fiber Blanket: Glass fibers bonded with a thermosetting resin; suitable for maximum use temperature up to 250 deg F in accordance with ASTM C411. Comply with ASTM C553, Type II, and ASTM C1290, Type III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. CertainTeed; SAINT-GOBAIN
    - b. Johns Manville; a Berkshire Hathaway company
    - c. Knauf Insulation
    - d. Owens Corning

## **2.3 ADHESIVES**

- A. Materials are compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.

## **2.4 FACTORY-APPLIED JACKETS**

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
  - 1. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C1136, Type II.
  - 2. FSP Jacket: Aluminum-foil, fiberglass-reinforced scrim with polyethylene backing; complying with ASTM C1136, Type II.
  - 3. PSK Jacket: Aluminum foil, fiberglass-reinforced scrim with polyethylene backing; complying with ASTM C1136, Type II.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.
  - 1. Verify that systems to be insulated have been tested and are free of defects.
  - 2. Verify that surfaces to be insulated are clean and dry.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

### 3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.
- B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, compress, or otherwise damage insulation or jacket.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Keep insulation materials dry during application and finishing. Replace insulation materials that get wet during storage or in the installation process before being properly covered and sealed in accordance with Contract Documents.
- G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- H. Install insulation with least number of joints practical.
- I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
  - 1. Install insulation continuously through hangers and around anchor attachments.
  - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
  - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
- J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- K. Install insulation with factory-applied jackets as follows:
  - 1. Draw jacket tight and smooth, but not to the extent of creating wrinkles or areas of compression in the insulation.
  - 2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along

- both edges of strip, spaced 4 inches o.c.
  - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
    - a. For below ambient services, apply vapor-barrier mastic over staples.
  - 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
  - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.
- L. Cut insulation in a manner to avoid compressing insulation.
  - M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
  - N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

### **3.4 INSTALLATION OF GLASS-FIBER AND MINERAL-WOOL INSULATION**

- A. Blanket Insulation Installation on Ducts: Secure with adhesive and insulation pins.
- B. Comply with manufacturer's written installation instructions.
  - 1. Apply adhesives according to manufacturer's recommended coverage rates per unit area percent coverage of duct and plenum surfaces.
  - 2. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
    - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.

### **3.5 DUCT INSULATION SCHEDULE, GENERAL**

- A. Plenums and Ducts Requiring Insulation:
  - 1. Indoor, concealed supply.
- B. Items Not Insulated:
  - 1. Factory-insulated flexible ducts.

**END OF SECTION 230713**



## **SECTION 233113 - METAL DUCTS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Single-wall round ducts and fittings.
  - 2. Sheet metal materials.
  - 3. Sealants and gaskets.
  - 4. Hangers and supports.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Structural Performance: Duct hangers and supports are to withstand the effects of gravity loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" .
- B. Airstream Surfaces: Surfaces in contact with airstream comply with requirements in ASHRAE 62.1.
- C. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment," and Section 7 - "Construction and System Startup."
- D. ASHRAE/IES Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."
- E. Duct Dimensions: Unless otherwise indicated, all duct dimensions indicated on Drawings are inside clear dimensions and do not include insulation or duct wall thickness.

#### **2.2 SINGLE-WALL ROUND AND FLAT-OVAL DUCTS AND FITTINGS**

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Ch. 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.
  - 1. Construct ducts of galvanized sheet steel unless otherwise indicated.
- B. Longitudinal Seams: Select seam types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

## 2.3 SHEET METAL MATERIALS

- A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials are to be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Comply with ASTM A653/A653M.
  - 1. Galvanized Coating Designation: G60.
  - 2. Finishes for Surfaces Exposed to View: Mill phosphatized.
- C. Tie Rods: Galvanized steel, 1/4-inch- minimum diameter for lengths 36 inches or less; 3/8-inch- minimum diameter for lengths longer than 36 inches.

## 2.4 SEALANT AND GASKETS

- A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets are to be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested in accordance with UL 723; certified by an NRTL.
- B. Water-Based Joint and Seam Sealant:
  - 1. Application Method: Brush on.
  - 2. Solids Content: Minimum 65 percent.
  - 3. Shore A Hardness: Minimum 20.
  - 4. Water resistant.
  - 5. Mold and mildew resistant.
  - 6. VOC: Maximum 75 g/L (less water).
  - 7. Maximum Static-Pressure Class: 10 inch wg, positive and negative.
  - 8. Service: Indoor or outdoor.
  - 9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare).

## 2.5 HANGERS AND SUPPORTS

- A. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A603.

## PART 3 - EXECUTION

### 3.1 DUCT INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and coordination drawings.
- B. Install ducts in accordance with SMACNA's "HVAC Duct Construction Standards -

Metal and Flexible" unless otherwise indicated.

- C. Install ducts in maximum practical lengths with fewest possible joints.
- D. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.
- E. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.
- F. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- G. Install ducts with a clearance of 1.5 inch, plus allowance for insulation thickness.
- H. Protect duct interiors from moisture, construction debris and dust, and other foreign materials both before and after installation.
- I. Elbows: Use long-radius elbows wherever they fit.
  - 1. Fabricate 90-degree round elbows with a minimum of three segments for 12 inches and smaller and a minimum of five segments for 14 inches and larger.
- J. Branch Connections: Use lateral or conical branch connections.

### **3.2 DUCT SEALING**

- A. Seal ducts to minimum seal classes in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":

### **3.3 HANGER AND SUPPORT INSTALLATION**

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."
- B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
  - 1. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
- C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.
- D. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials

where used.

### **3.4 DUCTWORK CONNECTIONS**

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

### **3.5 DUCT SCHEDULE**

- A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:
  - 1. Fabricate all ducts to achieve SMACNA pressure class, seal class, and leakage class as indicated below.
- B. Supply Ducts:
  - 1. Ducts Connected to Variable-Air-Volume Air-Handling Units 98 & 99:
    - a. SMACNA Leakage Class for Round and Flat Oval: 8.
- C. Elbow Configuration:
  - 1. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."
    - a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.
      - 1) Radius-to Diameter Ratio: 1.5.
    - b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
- D. Branch Configuration:
  - 1. Round and Flat Oval: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.
    - a. Velocity 1000 to 1500 fpm: Conical tap.

**END OF SECTION 233113**

## **SECTION 233300 - AIR DUCT ACCESSORIES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Manual volume dampers.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Comply with NFPA 90A and NFPA 90B.
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

#### **2.2 MANUAL VOLUME DAMPERS**

- A. Jackshaft:
  - 1. Size: 0.5-inch diameter.
  - 2. Material: Galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
  - 3. Length and Number of Mountings: As required to connect linkage of each damper in multiple-damper assembly.
- B. Damper Hardware:
  - 1. Zinc-plated, die-cast core with dial and handle, made of 3/32-inch- thick zinc-plated steel, and a 3/4-inch hexagon locking nut.
  - 2. Include center hole to suit damper operating-rod size.
  - 3. Include elevated platform for insulated duct mounting.

#### **2.3 MATERIALS**

- A. Galvanized Sheet Steel: Comply with ASTM A653/A653M.
  - 1. Galvanized Coating Designation: G60.
  - 2. Exposed-Surface Finish: Mill phosphatized.
- B. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less;

3/8-inch minimum diameter for lengths longer than 36 inches.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION**

- A. Install duct accessories in accordance with applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts.
- B. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.
  - 1. Install steel volume dampers in steel ducts.
- C. Set dampers to fully open position before testing, adjusting, and balancing.
- D. Install duct test holes where required for testing and balancing purposes.

#### **3.2 FIELD QUALITY CONTROL**

- A. Tests and Inspections:
  - 1. Operate dampers to verify full range of movement.

**END OF SECTION 233300**

## **SECTION 233346 - FLEXIBLE DUCTS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Flexible ducts, insulated.
  - 2. Flexible duct connectors.

### **PART 2 - PRODUCTS**

#### **2.1 ASSEMBLY DESCRIPTION**

- A. Comply with NFPA 90A and NFPA 90B.
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials must be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- C. Comply with the Air Duct Council's (formerly, Air Diffusion Council) "ADC Flexible Air Duct Test Code - FD 72-R1" and "Flexible Duct Performance & Installation Standards."
- D. Comply with ASTM E96/E96M.

#### **2.2 FLEXIBLE DUCTS, INSULATED**

- A. Standard: Product is to be UL 181 listed and bearing the UL label.
- B. Flexible Ducts, Insulated - Class 1, Black Polymer Film Supported by Helically Wound, Spring-Steel Wire; Fibrous-Glass Insulation:
  - 1. Pressure Rating: 4 inch wg positive and 0.5 inch wg negative.
  - 2. Maximum Air Velocity: 4000 fpm.
  - 3. Temperature Range: 30 to plus 90 deg F.
  - 4. Insulation R-Value: R6.
  - 5. Vapor-Barrier Film: Polyethylene.

#### **2.3 FLEXIBLE DUCT CONNECTORS**

- A. Clamps: Nylon strap in sizes 3 through 18 inches, to suit duct size.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION OF FLEXIBLE DUCTS**

- A. Install flexible ducts in accordance with applicable details in the following publications:
  - 1. ADC's "Flexible Duct Performance & Installation Standards" for flexible ducts.
  - 2. NAIMA AH116.
  - 3. SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts.
- B. Install in indoor applications only. Do not install flexible duct in locations where it will be exposed to UV lighting.
- C. Connect diffusers and light troffer boots to ducts directly or with maximum 60-inch lengths of flexible duct clamped or strapped in place.
- D. Connect flexible ducts to metal ducts with draw bands.
- E. Installation:
  - 1. Install ducts fully extended.
  - 2. Do not bend ducts across sharp corners.
  - 3. Bends of flexible ducting must not exceed a minimum of one-duct diameter.
  - 4. Avoid contact with metal fixtures, water lines, pipes, or conduits.
  - 5. Install flexible ducts in a direct line, without sags, twists, or turns.
  - 6. Install in accordance with ADC instructions.
- F. Supporting Flexible Ducts:
  - 1. Support flexible duct at manufacturer's recommended intervals, but at no greater distance than 4 ft.. Provide sufficient support so that maximum centerline sag is 1/2 in. per ft. between supports. A connection to rigid duct or equipment may be considered a support joint.
  - 2. Install extra supports at bends placed approximately one-duct diameter from center line of the bend.
  - 3. Ducts may rest on ceiling joists or truss supports. Spacing between supports must not exceed the maximum spacing in accordance with manufacturer's written installation instructions.

**END OF SECTION 233346**



## **SECTION 233713.13 - AIR DIFFUSERS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Linear slot diffusers.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.

### **PART 2 - PRODUCTS**

#### **2.1 LINEAR SLOT DIFFUSERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Krueger-HVAC; brand of Johnson Controls International plc, Global Products
  - 2. Nailor Industries Inc
  - 3. Price Industries Limited
  - 4. Titus; brand of Johnson Controls International plc, Global Products
- B. Devices shall be specifically designed for variable-air-volume flows.
- C. Material - Shell: Steel, insulated.
- D. Material - Pattern Controller and Tees: Aluminum.
- E. Finish - Tees: Baked enamel, white.
- F. Slot Width: 1-1/2 inches.
- G. Number of Slots: Two.
- H. Length: 60 inches.

#### **2.2 SOURCE QUALITY CONTROL**

- A. Verification of Performance: Rate diffusers according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine areas where diffusers are installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 INSTALLATION**

- A. Install diffusers level and plumb.

**END OF SECTION 233713.13**

## **SECTION 233713.23 - REGISTERS AND GRILLES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Fixed face grilles.
  - 2. Eggcrate grilles.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.

### **PART 2 - PRODUCTS**

#### **2.1 GRILLES**

- A. Fixed Face Grille:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Krueger-HVAC; brand of Johnson Controls International plc, Global Products
    - b. Nailor Industries Inc
    - c. Price Industries Limited
    - d. Titus; brand of Johnson Controls International plc, Global Products
  - 2. Material: Steel.
  - 3. Finish: Baked enamel, white.
- B. Egg Crate Grille:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Krueger-HVAC; brand of Johnson Controls International plc, Global Products
    - b. Nailor Industries Inc
    - c. Price Industries Limited
    - d. Titus; brand of Johnson Controls International plc, Global Products

2. Core Material: Aluminum.
3. Border Style: Lay-in.
4. Finish: Baked enamel, white.

## **2.2 SOURCE QUALITY CONTROL**

- A. Verification of Performance: Rate registers and grilles according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine areas where registers and grilles are installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 INSTALLATION**

- A. Install registers and grilles level and plumb.

**END OF SECTION 233713.23**

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

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Copper building wire.

## **PART 2 - PRODUCTS**

### **2.1 COPPER BUILDING WIRE**

- A. Description: Flexible, insulated drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Standards:
  - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
  - 2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- C. Conductor Insulation:
  - 1. Type THHN, and, Type THWN-2. Comply with UL 83.

## **PART 3 - EXECUTION**

### **3.1 CONDUCTOR MATERIAL APPLICATIONS**

- A. Branch Circuits:
  - 1. Copper:
    - a. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

### **3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS**

- A. Branch Circuits Installed below Raised Flooring: Type THHN/THWN-2, single conductors in raceway.

### **3.3 INSTALLATION, GENERAL**

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

### **3.4 CONNECTIONS**

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inch of slack.

**END OF SECTION 260519**

## **SECTION 260533.13 - CONDUITS FOR ELECTRICAL SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Type EMT duct raceways and elbows.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Products or components listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

#### **2.2 TYPE EMT DUCT RACEWAYS AND ELBOWS**

- A. UL FJMX - Steel Electrical Metal Tubing (EMT-S) and Elbows:
  - 1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:
    - a. UL CCN FJMX; including UL 797.
  - 2. Standard Features:
    - a. Material: Steel.
    - b. Exterior Coating: Zinc.
    - c. Interior Coating: Zinc.
    - d. Minimum Trade Size: Metric designator 16 (trade size 1/2).

### **PART 3 - EXECUTION**

#### **3.1 SELECTION OF CONDUITS FOR ELECTRICAL SYSTEMS**

- A. Unless more stringent requirements are specified in the Contract Documents or manufacturer's published instructions, comply with NFPA 70 for selection of duct raceways. Consult Architect for resolution of conflicting requirements.
- B. Indoors:
  - 1. Concealed in Ceilings and Interior Walls and Partitions: EMT.

### **3.2 INSTALLATION OF CONDUITS FOR ELECTRICAL SYSTEMS**

- A. Comply with manufacturer's published instructions.
- B. Reference Standards for Installation: Unless more stringent installation requirements are specified in the Contract Documents or manufacturer's published instructions, comply with the following:
  - 1. Electrical Construction: ICC IBC, ICC IFC, NFPA 1, NFPA 70, and NECA NEIS 1.
  - 2. Electrical Safety: NFPA 70E.
  - 3. Grounding and Bonding: NECA NEIS 331 and Article 250 of NFPA 70.
  - 4. Life Safety and Means of Egress Work: NFPA 101.
  - 5. Work in Confined Spaces: NFPA 350.
  - 6. Type EMT-S: Article 358 of NFPA 70 and NECA NEIS 101.
- C. Interfaces with Other Work:
  - 1. Firestop penetrations of fire-rated floor and wall assemblies.
  - 2. Provide conduit hangers and supports.

### **3.3 CLEANING**

- A. Verify that bentonite or other drilling fluids are contained and removed, and site is restored to its original or improved condition.

### **3.4 PROTECTION**

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

**END OF SECTION 260533.13**



## **SECTION 260533.16 - BOXES AND COVERS FOR ELECTRICAL SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

A. Section Includes:

1. Metallic outlet boxes, device boxes, rings, and covers.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Products or components listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

#### **2.2 METALLIC OUTLET BOXES, DEVICE BOXES, RINGS, AND COVERS**

A. UL QCIT - Metallic Device Boxes:

1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:
  - a. UL CCN QCIT; including UL 514A.
2. Standard Features:
  - a. Box with provisions for mounting wiring device directly to box.
  - b. Material: Sheet steel.
  - c. Sheet Metal Depth: minimum 2.5 inch.

B. UL QCIT - Metallic Recessed Access-Floor Boxes and Recessed Floor Box Covers:

1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:
  - a. UL CCN QCIT; including UL 514A.
2. Standard Features: Floor box with provisions for mounting wiring devices below floor surface and floor box cover with provisions for passage of cords to recessed wiring devices mounted within floor box.

## **PART 3 - EXECUTION**

### **3.1 SELECTION OF BOXES AND COVERS FOR ELECTRICAL SYSTEMS**

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' published instructions, comply with NFPA 70 for selection of boxes and enclosures. Consult Architect for resolution of conflicting requirements.
- B. Degree of Protection:
  - 1. Indoors:
    - a. Type 1 unless otherwise indicated.

### **3.2 INSTALLATION OF BOXES AND COVERS FOR ELECTRICAL SYSTEMS**

- A. Comply with manufacturer's published instructions.
- B. Reference Standards for Installation: Unless more stringent installation requirements are specified in Contract Documents or manufacturers' published instructions, comply with the following:
  - 1. Electrical Construction: ICC IBC, ICC IFC, NFPA 1, NFPA 70, and NECA NEIS 1.
  - 2. Electrical Safety: NFPA 70E.
  - 3. Grounding and Bonding: NECA NEIS 331 and Article 250 of NFPA 70.
  - 4. Life Safety and Means of Egress Work: NFPA 101.
  - 5. Work in Confined Spaces: NFPA 350.
  - 6. Outlet, Device, Pull, and Junction Boxes: Article 314 of NFPA 70.
- C. Special Installation Techniques:
  - 1. Provide boxes in wiring and raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures.
  - 2. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
  - 3. Locate boxes so that cover or plate will not span different building finishes.
  - 4. Support boxes in recessed ceilings independent of ceiling tiles and ceiling grid.
  - 5. Fasten junction and pull boxes to, or support from, building structure. Do not support boxes by conduits.
  - 6. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to ensure a continuous ground path.

### **3.3 CLEANING**

- A. Remove construction dust and debris from boxes before installing cover plates, covers, and hoods.

### **3.4 PROTECTION**

- A. After installation, protect boxes from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

**END OF SECTION 260533.16**

## **SECTION 262726 - WIRING DEVICES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. General-use switches.
  - 2. General-grade duplex straight-blade receptacles.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Products or components listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

#### **2.2 GENERAL-USE SWITCHES, DIMMER SWITCHES, AND FAN-SPEED CONTROLLER SWITCHES**

- A. Toggle Switch:
  - 1. Source Limitations: Obtain products from single manufacturer.
  - 2. Listing Criteria: UL CCN WMUZ and UL 20.

#### **2.3 GENERAL-GRADE DUPLEX STRAIGHT-BLADE RECEPTACLES**

- A. Duplex Straight-Blade Receptacle:
  - 1. Listing Criteria: Investigated, labeled, and marked by qualified electrical testing laboratory in accordance with guide information and standards specified for the following UL product categories:
    - a. Receptacles for Plugs and Attachment Plugs: UL CCN RTRT and UL 498.
  - 2. Standard Features:
    - a. Device Color: Gray.
    - b. Configuration:
      - 1) General-duty, NEMA 5-20R.
  - 3. Accessories:
    - a. Cover Plate: 0.060 inch thick, high-impact thermoplastic (nylon) with

- smooth finish and color matching wiring device; from same manufacturer as wiring device.
- b. Securing Screws for Cover Plate: Metal with head color matching wallplate finish.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

#### **A. Receptacles:**

- 1. Verify that receptacles to be procured and installed for Owner-furnished equipment are compatible with mating attachment plugs on equipment.

### **3.2 INSTALLATION OF SWITCHES**

#### **A. Comply with manufacturer's published instructions.**

#### **B. Reference Standards for Installation: Unless more stringent installation requirements are specified in the Contract Documents or manufacturer's published instructions, comply with the following:**

- 1. Electrical Construction: ICC IBC, ICC IFC, NFPA 1, NFPA 70, and NECA NEIS 1.
- 2. Electrical Safety: NFPA 70E.
- 3. Life Safety and Means of Egress Work: NFPA 101.
- 4. Wiring Devices: NECA NEIS 130.
- 5. Mounting Heights: NECA NEIS 1.

### **3.3 INSTALLATION OF STRAIGHT-BLADE RECEPTACLES**

#### **A. Comply with manufacturer's published instructions.**

#### **B. Reference Standards for Installation: Unless more stringent installation requirements are specified in the Contract Documents or manufacturer's published instructions, comply with the following:**

- 1. Electrical Construction: ICC IBC, ICC IFC, NFPA 1, NFPA 70, and NECA NEIS 1.
- 2. Electrical Safety: NFPA 70E.
- 3. Grounding and Bonding: NECA NEIS 331 and Article 250 of NFPA 70.
- 4. Work in Confined Spaces: NFPA 350.
- 5. Installing and Maintaining Wiring Devices: NECA NEIS 130.
- 6. Mounting Heights: Unless otherwise indicated in the Contract Documents, comply with mounting heights recommended in NECA NEIS 1.
- 7. Receptacle Orientation: Unless otherwise indicated in the Contract Documents, orient receptacle to match configuration diagram in NEMA WD 6.

C. Interfaces with Other Work:

1. Identification: Provide labels for receptacles and associated electrical equipment.
  - a. Label each enclosure with engraved metal or laminated-plastic nameplate.
    - 1) Identify cover or cover plate for device with panelboard identification and circuit number.

**END OF SECTION 262726**

## SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Molded-case circuit breakers (MCCBs).

#### 1.2 DEFINITIONS

- A. GFLS: Ground-fault circuit-interrupter for life safety.
- B. SPDT: Single pole, double throw.

#### 1.3 ACTION SUBMITTALS

- A. Product Data:
  - 1. Include nameplate ratings and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
  - 2. Enclosure types and details for types other than UL 50E, Type 1.
  - 3. Current and voltage ratings.
  - 4. Short-circuit current ratings (interrupting and withstand, as appropriate).

### PART 2 - PRODUCTS

#### 2.1 GENERAL REQUIREMENTS

- A. Source Limitations: Obtain products from single manufacturer.
- B. Electrical Components, Devices, and Accessories: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

#### 2.2 MOLDED-CASE CIRCUIT BREAKERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. ABB, Electrification Business
  - 2. Eaton
  - 3. Siemens Industry, Inc., Energy Management Division

4. Square D; Schneider Electric USA
- B. Circuit breakers must be constructed using glass-reinforced insulating material. Current carrying components must be completely isolated from handle and accessory mounting area.
  - C. Circuit breakers must have toggle operating mechanism with common tripping of all poles, which provides quick-make, quick-break contact action. Circuit-breaker handle must be over center, be trip free, and reside in tripped position between on and off to provide local trip indication. Circuit-breaker escutcheon must be clearly marked on and off in addition to providing international I/O markings. Equip circuit breaker with push-to-trip button, located on face of circuit breaker to mechanically operate circuit-breaker tripping mechanism for maintenance and testing purposes.
  - D. Maximum ampere rating and UL, IEC, or other certification standards with applicable voltage systems and corresponding interrupting ratings must be clearly marked on face of circuit breaker. Circuit breakers must be 100 percent rated. Circuit breaker/circuit breaker combinations for series connected interrupting ratings must be listed by UL as recognized component combinations.
  - E. MCCBs must be equipped with device for locking in isolated position.
  - F. Lugs must be suitable for 90 deg C rated wire, sized in accordance with 75 deg C temperature rating in NFPA 70.
  - G. Standard: Comply with UL 489 with required interrupting capacity for available fault currents.
  - H. Thermal-Magnetic Circuit Breakers: Inverse time-current thermal element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
  - I. GFLS Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6 mA trip).
  - J. Features and Accessories:
    - 1. Standard frame sizes, trip ratings, and number of poles.
    - 2. Lugs: Mechanical type, suitable for number, size, trip ratings, and conductor material.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine elements and surfaces to receive circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.



- B. Proceed with installation only after unsatisfactory conditions have been corrected.
  - 1. Commencement of work will indicate Installer's acceptance of areas and conditions as satisfactory.

### **3.2 INSTALLATION**

- A. Comply with manufacturer's published instructions.

### **3.3 FIELD QUALITY CONTROL**

- A. Tests and Inspections for Molded-Case Circuit Breakers:

- 1. Visual and Mechanical Inspection:
  - a. Verify that equipment nameplate data are as described in the Specifications and shown on Drawings.
  - b. Inspect physical and mechanical condition.
  - c. Inspect anchorage, alignment, grounding, and clearances.
  - d. Verify that unit is clean.
  - e. Operate circuit breaker to ensure smooth operation.

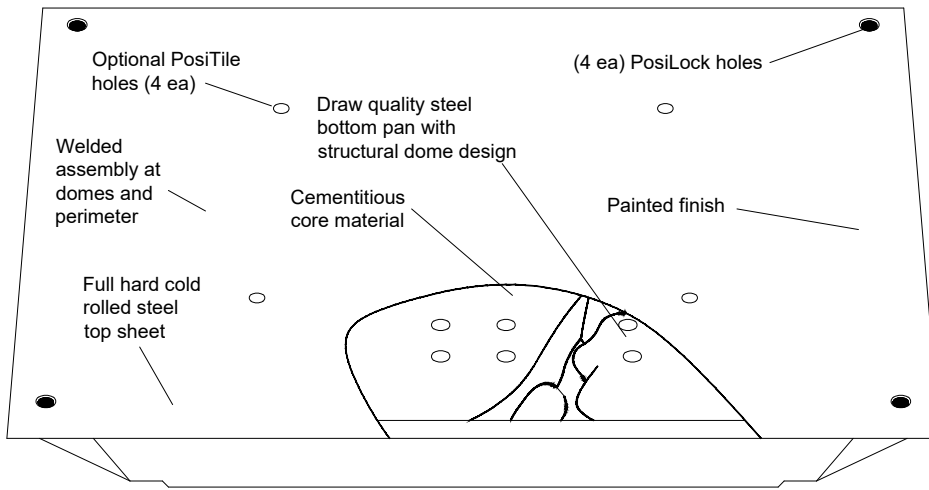
- B. Nonconforming Work:

- 1. Remove and replace defective units and retest.

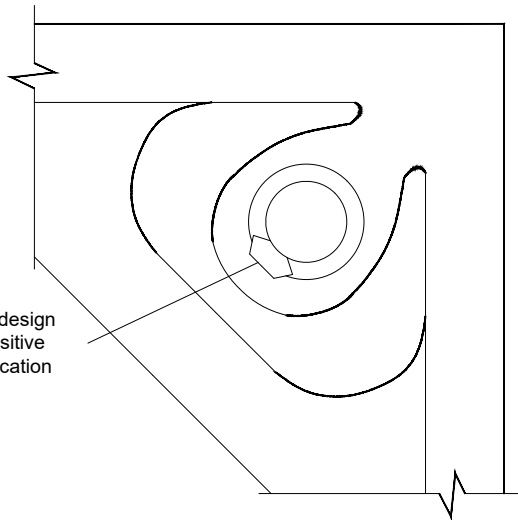
### **3.4 PROTECTION**

- A. After installation, protect circuit breakers from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

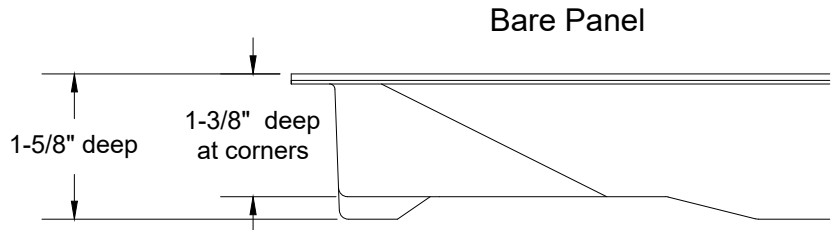
**END OF SECTION 262816**



TOP VIEW



CORNER DETAIL



### SPECIFICATIONS

#### General information

- Panel weight : 8.0 lbs./ft<sup>2</sup> bare.
- All steel welded construction filled internally with a cementitious core material.
- Protected from corrosion by an epoxy paint finish.
- Class A flame spread rating.
- Non-combustible material.

### UNDERSTRUCTURE OPTIONS

- 4' Bolted Stringer
- Posilock
- LFFH Bolted Stringer
- LFFH Posilock

### COVERING OPTIONS

- Bare Painted Finish to accept carpet tile application
- Bare Painted Finish to accept PosiTile application

### FIELD APPLIED FREELAY OPTIONS

(REQUIRES RIGID UNDERLAYMENT, BY OTHERS)

- Freelay Resilient Tile
- Freelay Luxury Vinyl Tile (LVT) Planks

System Performance Criteria (Tested on Actual Understructure)*								
System Type		SYSTEM WEIGHT	STATIC LOADS			ROLLING LOADS		IMPACT LOADS
Panel	Understructure		Design Loads	Ultimate Loads	Safety Factor	10 Passes	10,000 Passes	
ConCore 1250-24" Bare	Posilock	8.5 lbs / ft <sup>2</sup> 41 kg / m <sup>2</sup>	1250 lbs 567 kg	Min. 2500lbs Min. 1134kg	Min. 2	1000 lbs 454 kg	800 lbs 363 kg	150 lbs 68 kg
	LFFH Posilock	8.5 lbs / ft <sup>2</sup> 41 kg / m <sup>2</sup>	1250 lbs 567 kg	Min. 2500lbs Min. 1134kg	Min. 2	1000 lbs 454 kg	800 lbs 363 kg	150 lbs 68 kg
	Bolted Stringer	9.5 lbs / ft <sup>2</sup> 46.38 kg / m <sup>2</sup>	1250 lbs 567 kg	Min. 2500lbs Min. 1134kg	Min. 2	1000 lbs 454 kg	800 lbs 363 kg	150 lbs 68 kg
	LFFH Bolted Stringer	9.5 lbs / ft <sup>2</sup> 46.38 kg / m <sup>2</sup>	1250 lbs 567 kg	Min. 2500lbs Min. 1134kg	Min. 2	1000 lbs 454 kg	800 lbs 363 kg	150 lbs 68 kg

1. System Design Load is based on permanent set  $\leq 0.010"$  and is verified by loading panels in accordance with the CISCA concentrated load method but with panels installed on actual understructure instead of steel blocks. (Testing on blocks does not represent performance of an actual installation.) Ultimate, Rolling, and Impact Load tests are performed using CISCA test procedures.
2. Safety Factor is Ultimate Load divided by Design Load.

# APPENDIX B - CARPET INTERFACE PRODUCT DATA

Installation Instructions for CQuest™ GB, GlasBac™, Interface®  
GlasBacRE, Graphlar® & Graphlex® Tiles

Rev. 04/12/21

## Important Notices

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These Installation Instructions cover most installation procedures. If you run across a situation that isn't addressed in this document or requires more detailed assistance please contact the Interface Help Desk. U.S. (877) 733-7403 / Canada (888) 224-2972.

All carpet tiles should be carefully inspected for damage or defects prior to installation. Interface will not be responsible for any cost associated with replacement or repair as a result of damaged or defective tiles being installed when said damage or defects were identifiable prior to installation.

If you encounter any conditions or defects during installation that could jeopardize the installation or affect the installation procedure, you should STOP the installation immediately and call the Interface Help Desk. U.S. (877) 733-7403 / Canada (888) 224-2972.

The carpet tiles are warranted in accordance with Interface's Standard Product Warranty. If you do not have a copy of Interface's Standard Product Warranty and wish to obtain one, call the Interface Help Desk. U.S. (877) 733-7403 / Canada (888) 224-2972 or visit our website at [www.interface.com/warranty](http://www.interface.com/warranty).

EXCEPT AS EXPRESSLY PROVIDED IN THE STANDARD PRODUCT WARRANTY, INTERFACE MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ITS PRODUCTS FOR ANY PARTICULAR PURPOSES, AND HEREBY DISCLAIMS THE SAME.

Without limiting the foregoing, Interface will not be responsible for tears, burns, cuts, pulls or other damage, deterioration, problems or loss caused by abuse, neglect, misuse, improper installation, improper maintenance, flood, use on stairs, or use with athletic equipment, or installations over substrates where hydrostatic pressure or groundwater intrusion exists. Moisture and pH testing at the installation site are not the responsibility of Interface, and issues related to or arising from excessive moisture and/or pH are specifically excluded from the Interface warranty except as expressly set forth herein and in Interface's product warranty. The Interface warranty also does not cover any problems or damages arising from or related to the use of adhesives or non-recommended installation techniques or conditions.

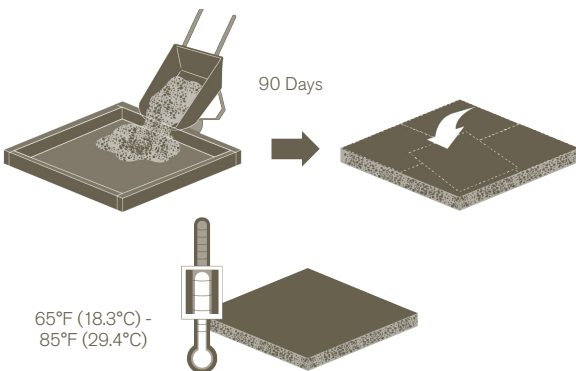
WARNING: IN THE EVENT THAT ANY ASBESTOS-CONTAINING MATERIALS OR OTHER HAZARDOUS MATERIALS ARE ENCOUNTERED DURING INSTALLATION, YOU SHOULD STOP THE INSTALLATION IMMEDIATELY AND OBTAIN ASSISTANCE FROM A QUALIFIED REMEDIATION CONSULTANT OR CONTRACTOR PRIOR TO PROCEEDING.

**Area Rug Installation Instructions are available at** [interface.com/install](http://interface.com/install).

**Installation Instructions for any product are subject to change. Please check for updates on our website** [interface.com/install](http://interface.com/install) **immediately prior to installation.**

## Pre-Installation Visit

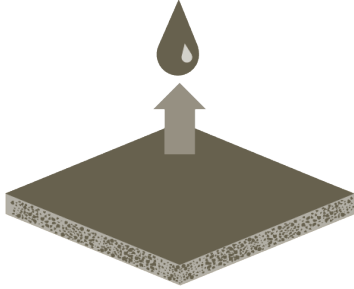
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Conditioning prior to installation is important for all products. For this reason, the jobsite must be completely sealed (all exterior windows and doors properly installed) before beginning the installation process or before any floor preparations are performed. The jobsite, along with the floor covering materials and adhesive, must be acclimated to a temperature between 65°F (18.3°C) and 85°F (29.4°C) and air humidity from 45% to 65% for at least 48 hours before, during, and continuously after the final installation. The substrate temperature should be at least 5° F (-15°C) higher than the dew point. These conditions are best achieved with a functioning HVAC system.

All carpet tiles must be removed from the cartons and allowed to adjust to the job site temperature for 48 hours prior to installation.

## Concrete Moisture and Alkalinity Testing



Before installing, all concrete floors, regardless of age, must comply with the moisture and pH requirements stated below, and must otherwise be suitable for carpet tile installation as set forth herein. The moisture conditions of the concrete should be determined by use of the *In Situ* probe relative humidity (RH) test method (ASTM F 2170). The testing device must be properly maintained and calibrated in accordance with the manufacturer's specifications and frequency recommendations. Certificates of calibration should be maintained for test validation.

Interface allows for carpet tile installation under a variety of conditions depending on the type of slab and the moisture and pH test results at time of installation. For best results we require the pH test developed by Interface. Please see **Standard Practice for pH Testing Concrete Floors p. 11.**

Concrete substrate should have a working vapor barrier. Concrete compromised by ground water intrusion and/or Hydrostatic Pressure are not acceptable substrates for this option and are expressly excluded. The following are the approved adhesives and other limitations for use with the carpet product backing systems listed below. Any installations that are not strictly in accordance with chart below will void the warranty provided.

Carpet Product Backing System	Installation System/ Adhesive	Required Primer	Moisture Limit	Surface pH Limit
				Must use Interface pH Testing Protocol)
<b>CQuest™GB</b>	TacTiles™*	None	Unlimited RH	Between 7.0 and 9.0
		XL Brands 9511	Up to 97% RH	Between 7.0 and 11.0
	XL Brands Adhesive 2000 Plus (U.S.) or Adhesive 2500 Plus (Canada)	XL Brands RH95	Up to 95% RH	Between 7.0 and 11.0
		None	Up to 90% RH	Between 7.0 and 10.0
<b>GlasBac™/GlasBacRE</b>	TacTiles*	None	Unlimited RH	Between 7.0 and 9.0
		XL Brands 9511	Up to 97% RH	Between 7.0 and 11.0
	XL Brands Adhesive 2000 Plus (U.S.) or Adhesive 2500 Plus (Canada)	XL Brands RH95	Up to 95% RH	Between 7.0 and 11.0
		None	Up to 80% RH	Between 7.0 and 9.0
<b>Graphlar®/Graphlex®</b>	TacTiles*	None	Up to 85% RH	Between 7.0 and 9.0
		XL Brands 9511	Up to 97% RH	Between 7.0 and 11.0
	XL Brands Adhesive 2000 Plus (U.S.) or Adhesive 2500 Plus (Canada)	XL Brands RH95	Up to 95% RH	Between 7.0 and 11.0
		None	Up to 80% RH	Between 7.0 and 9.0

\*Be sure to use the correct TacTiles connector for the tile backing – CQuestGB/ GlasBac/GlasBacRE or Graphlar/Graphlex.

All XL Brands written requirements for product application, including but not limited to moisture and pH testing protocols, must be met for Interface warranty eligibility. More information concerning the proper use of XL Brands can be obtained through your local Interface representative or by visiting [www.xlbrands.com](http://www.xlbrands.com).

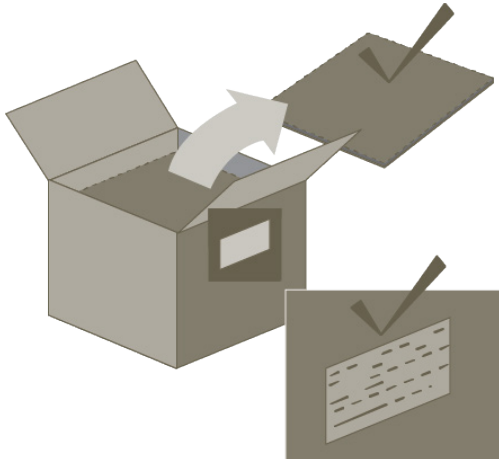
NOTE: Moisture and pH test reflect only the conditions of the concrete at the time of testing. Stated moisture and pH limitations must be maintained before, during and at all times following installation to avoid installation and product failures and to preserve warranty coverage. If the moisture and/or pH test results are outside of the stated allowable limits, STOP and DO NOT PROCEED with the installation. Seek further advice from Interface before proceeding. Refer to **Preparing the Subfloor** for additional information concerning issues relating to surface conditions of the concrete slab prior to installation.

NOTE: The required pre-installation moisture and alkalinity tests should be performed to ASTM standards. Per CRI guidelines it is recommended that these tests be performed by a qualified independent testing consultant. Interface will not be responsible for failures, problems, or damage arising from high moisture, high alkalinity, or other subfloor conditions.

NOTE: New or bare concrete is defined as concrete free of adhesive residue, paint, sealers, primers and other applied materials.

## Product Inspection

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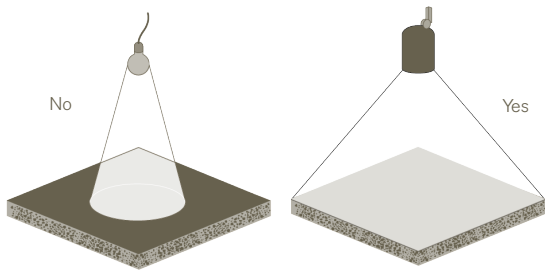


INSPECT INTERFACE CARPET TILES TO BE SURE THEY MEET THE ORDER SPECIFICATIONS. IF THE WRONG PRODUCT OR COLOR IS INSTALLED, INTERFACE WILL NOT BE RESPONSIBLE FOR CORRECTING THE PROBLEM.

The labels on each carton indicate product style, pattern, color, run number and dye lot. Be sure the style, pattern and color match the specifications for each area of your installation.

Check to confirm that you have the right quantity and correct installation method. Be sure you also have enough tiles to establish an "attic stock" for future replacements.

Open all cartons to inspect for damaged or defective tiles. If you find any, call the Interface Help Desk. U.S. (877) 733-7403 / Canada (888) 224-2972.



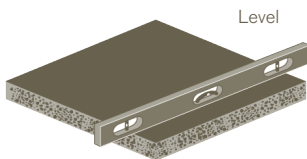
### LIGHTING

Ensure adequate overhead lighting is provided. Ideally, lighting should mimic or consist of the same conditions expected at time of occupancy.

INSTALLATION OF CARPET TILES SHOULD BE THE LAST ITEM ON THE CONSTRUCTION SCHEDULE. CAREFULLY CONSIDER THE RISKS IF YOU ARE ASKED TO INSTALL CARPET TILES TOO EARLY. IF CARPET TILES ARE INSTALLED BEFORE CONSTRUCTION IS COMPLETE, ANY STAINING, SOILING OR DAMAGE CAUSED BY OTHER TRADES MAY VOID THE PRODUCT WARRANTY.

## Preparing the Subfloor (Concrete)

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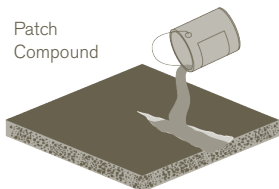
Level

Reference 10' straight edge method. Level is defined as having up to 1/4" maximum gap within 90% of samples taken. No sample should exceed a maximum gap of 3/8".

### INSTALLING OVER CONCRETE

All concrete floors must comply with moisture and alkalinity requirements prior to proceeding with installation. (**Concrete Moisture and Alkalinity Testing p. 2**)

Level the floor to the standards outlined in the American Concrete Institute specifications for Concrete Buildings in regard to troweled finish and finishing tolerances. Leveling compounds must be cementitious based.



Patch Compound



Sand

### EXISTING CONCRETE

Patch cracks and holes with one of the following approved patching compounds: Ardex Feather Finish, Ardex K-15, Henry's 547, Armstrong S-184 or similar cement based compound. NOTE: Some patching compounds can be mixed with water while some must be mixed with latex. Follow the manufacturer's specifications and instructions for use.

NOTE: All adhesives, solvent based materials and other contaminants should be removed and encapsulated prior to application of adhesive and installation of carpet. Contact the Interface Help Desk. U.S. (877) 733-7403 / Canada (888) 224-2972.

### NEW CONCRETE

New or bare concrete is defined as concrete free of adhesive residue, paint, sealers, primers and other applied materials. Interface recommends that dusty and / or porous conditions be primed using XL Brands Prelude or a similar product.

## Preparing the Subfloor (Gypsum-Based Underlayment)

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### INSTALLING OVER GYPSUM-BASED UNDERLAYMENT

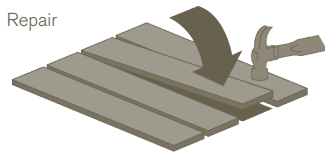
Interface recommends that the gypsum-based product be installed at a commercial strength of 3500 psi or higher to help prevent cracking.

Interface recommends properly sealing gypsum-based underlayment before installing Interface carpet tiles. Sealing the surface of the gypcrete allows the carpet to properly release from the adhesive and it reduces the natural dusting of gypsum-based materials.

Installing over properly applied gypsum-based underlayment will not void the Interface standard product warranty, but Interface assumes no liability for issues relating to or resulting from the use of gypsum or any other underlayment. For this reason, claims associated with the use/failure of an underlayment product should be directed to the underlayment manufacturer or the individual(s) responsible for its application.

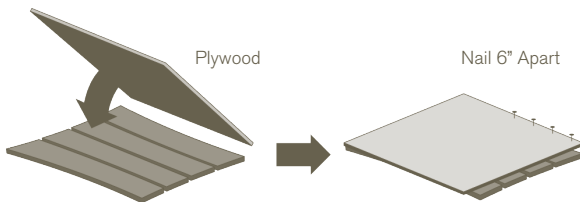
## Preparing the Subfloor (Wood, Plywood or Particle Board)

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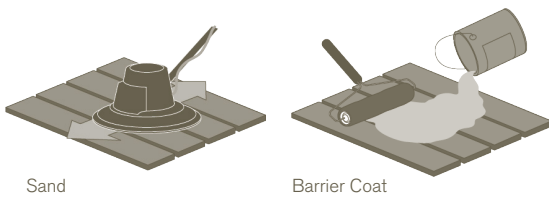


### INSTALLING OVER WOOD, PLYWOOD OR PARTICLE BOARD

Repair loose or broken boards. Secure with 8-D cement-coated screw nails.



If the majority of the boards are worn or badly cupped, cover with 5/8 inch (1.6 cm) exterior grade AD plywood secured with 8-D cement-coated screw nails spaced 6 inches (15.2 cm) apart. Sand seams smooth.



Sand the finish down to bare wood. Remove dust by sweeping, then wiping with a tack cloth. All wood surfaces should be primed prior to application of an adhesive. Interface recommends XL Brands TriSeal or similar product.

NOTE: All adhesives, solvent based materials and other contaminants should be removed and encapsulated prior to application of adhesive and installation of carpet. Contact the Interface Help Desk. U.S. (877) 733-7403 / Canada (888) 224-2972.

## Preparing the Subfloor (Vinyl)

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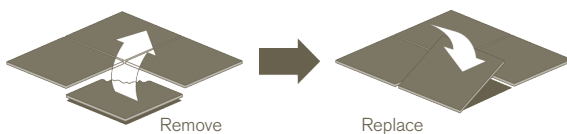


### INSTALLING OVER VINYL TILE

WARNING: EXISTING FLOOR COVERING MAY CONTAIN ASBESTOS OR OTHER HAZARDOUS MATERIALS. IN THE EVENT ASBESTOS-CONTAINING MATERIALS OR OTHER HAZARDOUS MATERIALS ARE ENCOUNTERED, YOU SHOULD STOP THE INSTALLATION IMMEDIATELY AND OBTAIN ASSISTANCE FROM A QUALIFIED REMEDIATION CONSULTANT OR CONTRACTOR PRIOR TO PROCEEDING.

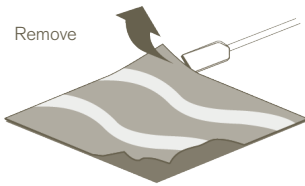
Use an appropriate non solvent stripper or a sander to remove the wax top coat.

Remove any damaged or loose vinyl tiles and replace with comparable thickness tile or patching compound.



## Preparing the Subfloor (Vinyl) Continued

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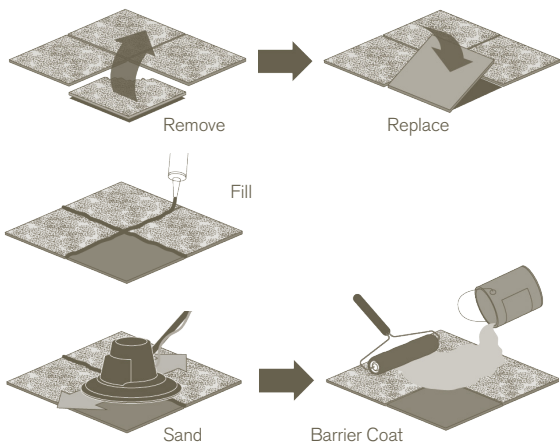
### INSTALLING OVER SHEET VINYL

Do not install Interface carpet tile with adhesive over sheet vinyl. The sheet vinyl must be removed with a scraper. Any existing adhesive remaining on subfloor should be removed by grinding/scraping and residue encapsulated. Once removed, follow instructions for subfloor found under the sheet vinyl.

If installing Interface carpet tiles with our TacTiles connectors, you may install over sheet vinyl. The sheet vinyl must be secure to the subfloor, and you must use an appropriate non solvent stripper or a sander to remove the wax top coat.

## Preparing the Subfloor (Natural Materials)

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### INSTALLING OVER NATURAL MATERIALS

For natural materials such as granolithic, terrazzo, marble, ceramic tile, etc., either breakout and remove all material or replace damaged areas with substitute material of the same thickness to create a flat, level floor.

Patch and fill cracks and irregularities, including grout lines, with one of the following approved patching compounds: Ardex Feather Finish, Ardex K-15, Henry's 547 or similar cement based compound.

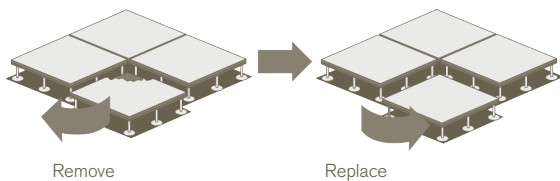
NOTE: Some patching compounds can be mixed with water while some must be mixed with latex. Follow the manufacturer's specification and instructions for use.

Sand top surface to remove glaze. Remove dust by sweeping, then wiping with a tack cloth.

All porous surfaces should be primed prior to application of an adhesive. Interface recommends XL Brands TriSeal or similar product.

## Preparing the Subfloor (Raised Access Floors)

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### INSTALLING OVER RAISED ACCESS FLOORS

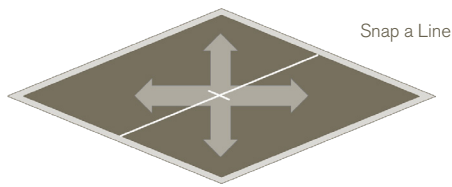
Patch or replace any damaged floor panel inserts.

Panels should be free of any dirt, grease, oil, paint, sealer, adhesive or other materials from floor.

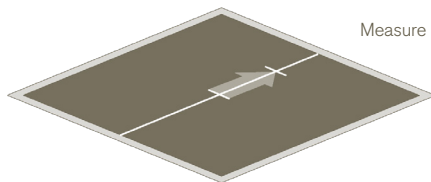
NOTE: All adhesives, solvent based materials and other contaminants should be removed and encapsulated prior to application of adhesive and installation of carpet. Contact the Interface Help Desk. U.S. (877) 733-7403 / Canada (888) 224-2972.

## Establishing the Starting Point

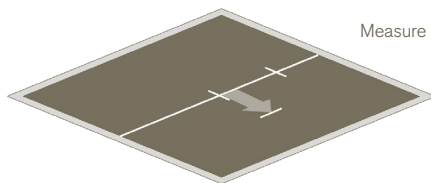
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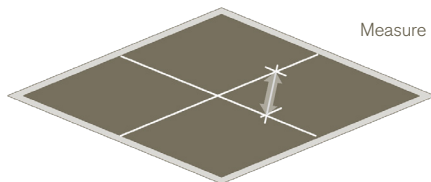
1. Measure to determine the center point and mark. Snap a chalk line.



2. Measure 8 feet (243.8 cm) out from your center point along the chalk line. Make a mark.



3. Measure 6 feet (182.9 cm) from your center point at a right angle to your chalk line and make a mark.



4. Measure the distance between your marks. It should be exactly 10 feet (304.8 cm). If it is, your quadrants will be square. Snap a chalk line here

NOTE: If the room is too small for the above measurements, reduce them by half. Measure 4 feet (121.9 cm) vertically and 3 feet (91.4 cm) horizontally. In this case, the measurement between your two marks should be exactly 5 feet (152.4 cm).

### **DETERMINE IF CENTER LINES NEED TO BE OFFSET**

The need to offset either or both center lines will depend upon the installation method and tile format (squares or planks).

Dry fit (without adhesive) a row of tiles along the entire length of your vertical and horizontal center lines. Go all the way to the walls.

If necessary, offset either or both center lines to ensure perimeter tiles will be cut no less than half size, or 9.84 inches (25 cm).

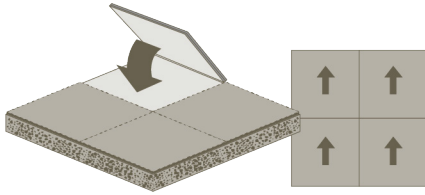


# Installation Methods

Approved installation methods vary by product and are printed on box labels. An arrow is printed on the back of each tile to indicate direction.

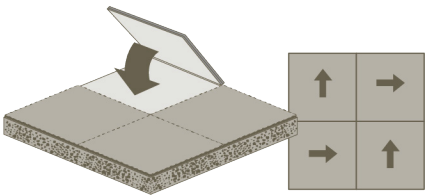
## SQUARE TILES

### Monolithic Installation



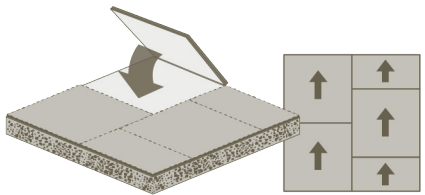
Point all arrows in the same direction.

### Quarter-Turn Installation



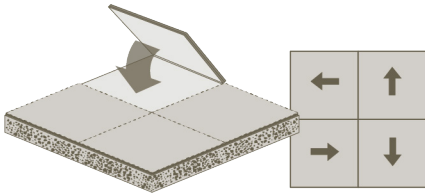
During installation, rotate tiles so that arrows are turned 90 degrees every other tile.

### Ashlar Installation



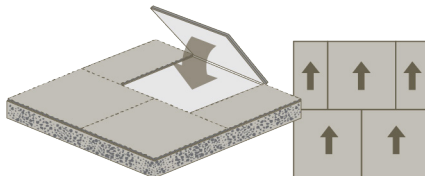
Offset front and back tile joints with arrows facing in the same direction.

### Non Directional Installation



Lay tiles in any direction without regard for the arrows.

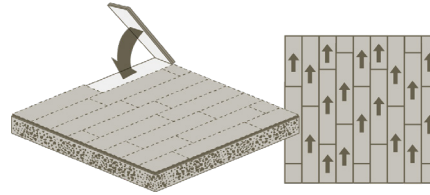
### Brick Installation



Offset the side joints of the tiles with arrows facing in the same direction.

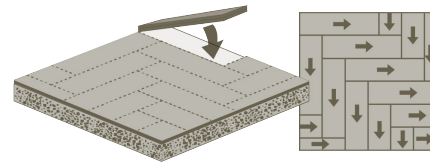
## 25CM X 1M SKINNY PLANK TILES

### Ashlar Installation



Offset the front and back tile joints. We recommend a variable drop ashlar for our Skinny Planks, as shown here, but our products can also be installed with a half drop ashlar.

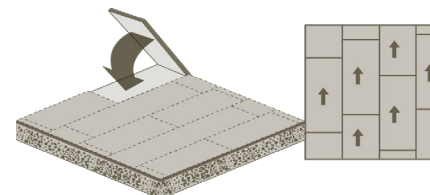
### Herringbone Installation



Lay tiles in an L pattern.

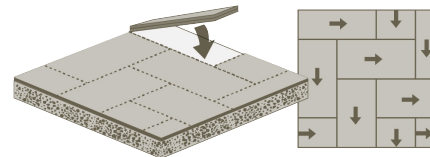
## 50CM X 1M PLANK TILES

### Ashlar Installation



Offset front and back tile joints.

### Herringbone Installation



Lay tiles in an L pattern.

NOTE: INTERFACE ASSUMES NO LIABILITY FOR ISSUES RELATED TO OR RESULTING FROM INSTALLING OUT OF SPECIFICATION, INCLUDING, BUT NOT LIMITED TO, RECOMMENDED INSTALLATION METHOD.

## APPLYING TACTILES CONNECTORS

Be sure to use the appropriate TacTiles connector for the product backing.

NOTE: The average number of TacTiles connectors needed depends on the size of the tiles and the installation method used.

### 50cm x 50cm Square Tiles

- Monolithic, Quarter-Turn, Non Directional – 4/sq. yd.
- Ashlar, Brick – 6/sq. yd.

### 50cm x 1m Plank Averages:

- Ashlar – 4/sq. yd.
- Herringbone – 5/sq. yd.

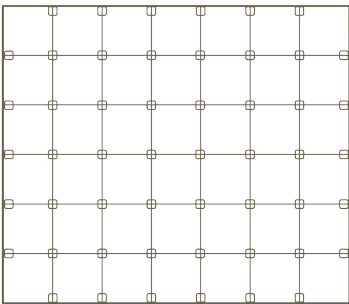
### 25cm x 1m Skinny Plank Averages:

- Ashlar Random or Variable – 7/sq. yd.
- Herringbone – 8/sq. yd.

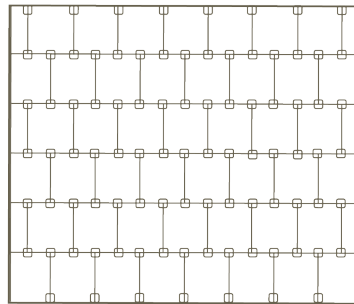
## TACTILES CONNECTOR PLACEMENT

Install carpet using a step method (shown on p. 9), placing a TacTiles connector at every corner. Lay anchor rows, placing a TacTiles connector at every joint. Interface recommends securing plank anchor rows with adhesive or two-sided tape. Insert tiles based on approved installation method. TacTiles connectors should be applied based on the following diagrams.

### 50cm x 50cm Square Tiles

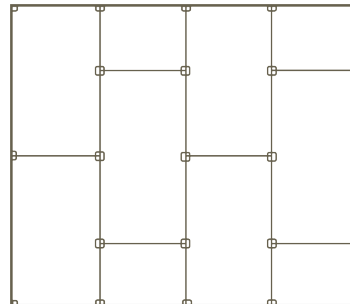


Quarter-Turn / Monolithic / Non Directional Installations / Area Rugs

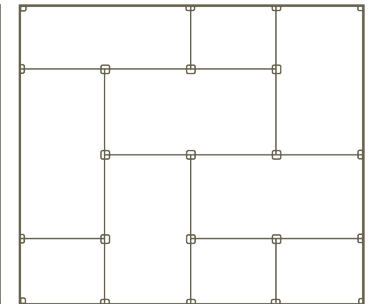


Brick / Ashlar Installations

### 50cm x 1m Planks

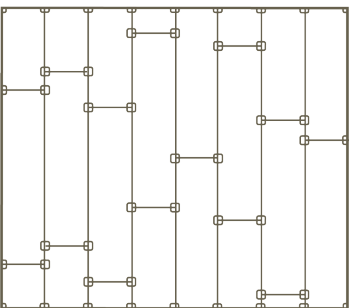


Ashlar Installation

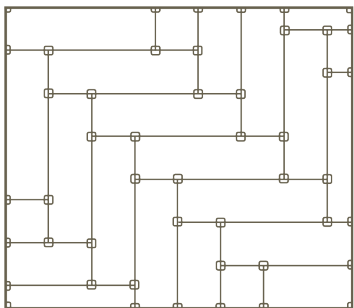


Herringbone Installation

### 25cm x 1m Skinny Planks



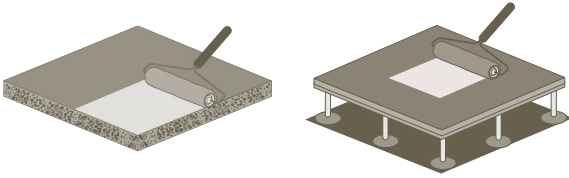
Ashlar Installation



Herringbone Installation

NOTE: WHEN INSTALLING USING INTERFACE TACTILES CONNECTORS, PERIMETER TILES SHOULD BE CUT NET TO THE WALL. IN THE EVENT A WALL OR OTHER TERMINATION POINT DOES NOT EXTEND TO THE SUBFLOOR, THE PERIMETER TILES SHOULD BE INSTALLED USING AN APPROVED INTERFACE ADHESIVE.

## Adhesive Installation



Spread Rate:  
39 - 44 Sq. Yds./Gallon

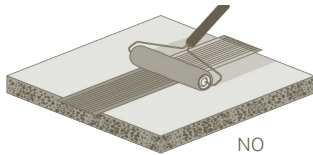
Raised Floor Systems

### APPLYING ADHESIVE

If you choose spread adhesive, use only XL Brands Adhesive 2000 Plus (U.S.) or Adhesive 2500 Plus (Canada).

#### Full Spread Adhesive Application

Apply adhesive with a 3/8" nap paint roller. Expect a spread rate of 39-44 square yards per gallon using a 3/8" nap paint roller.

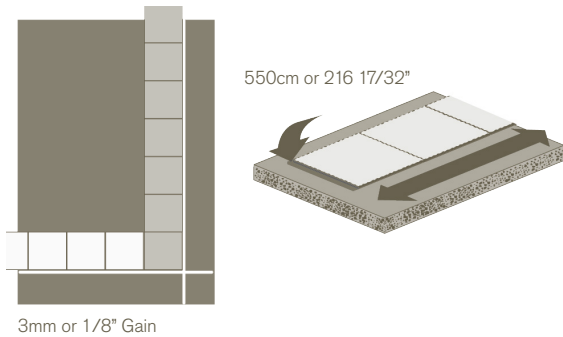


#### Adhesive in Special Situations

Flatwire - never apply adhesive directly over flatwire. The flatwire may be damaged if the tiles need to be removed.

Uneven areas - any surface that cannot be leveled may require adhesive or double-sided tape to hold a tile in place.

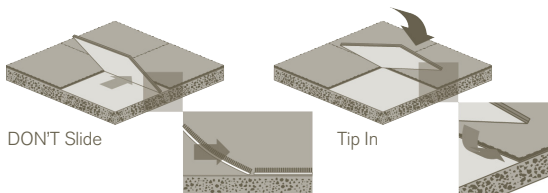
## Tile Installation (Laying Tiles)



### LAYING TILES

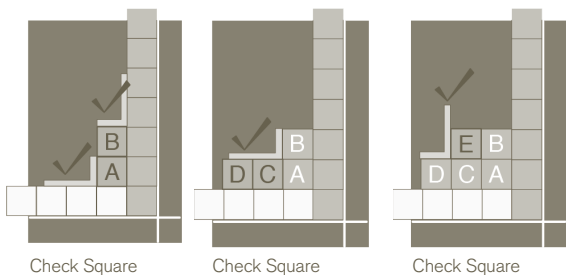
Lay an initial tile at the established starting point. Following the center lines closely, lay an anchor row of 10 additional tiles aligned with the center line. In smaller rooms, your anchor rows may consist of fewer than 11 tiles.

Measure your anchor rows. For an installation of square tiles, each should equal 550 cm (11 tiles x 50 cm each, or 216 17/32") with no more than a 3mm (1/8") gain. If the gain is more than 3 mm, the tiles aren't tight enough and should be laid again. After relaying, measure again. If tiles are less than 550 cm they are too tight and should be laid again.



#### Tip Into Place

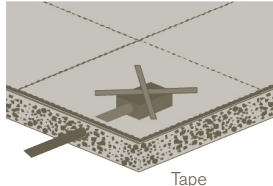
Don't position tiles by sliding them across the adhesive. This will cause the corner to bend under. Instead, brush the pile back with one hand, then tip a corner of the tile into place. Position the rest of the tile once the corner is properly aligned. Do not catch the pile in the joints.



#### Lay Tiles in Step or Pyramid Pattern

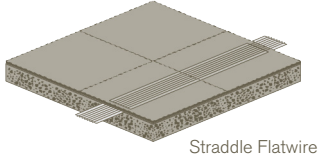
1. Lay two tiles vertically, and check that they are square to the anchor rows.
2. Lay two tiles horizontally, and check that they are square to the anchor rows.
3. Lay one tile to complete the step.
4. Follow the ABCD pattern laid out here until you reach the end of your anchor rows. Repeat laying anchor rows and ABCD patterns in all quadrants until complete.

## Tile Installation (Laying Tiles Continued)



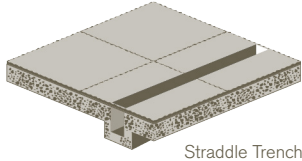
### Floor Outlets

Floor outlets are usually wired after carpet tiles have been installed. Consequently, you should install tiles directly over floor outlets and mark the location with tape. This way, it will be easy to see which tiles need to be lifted for cutouts later.



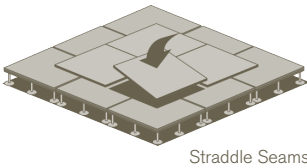
### Flatwire

Tile layout should allow flatwire to be centered under a row of tile.



### Trench Headers

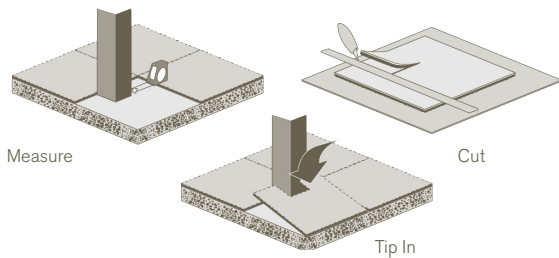
Tile layout should allow trench headers to be centered under a row of tile. Secure the tiles on either side of trench headers with adhesive. This will prevent the installation from shifting while servicing trench headers.



### Raised Access Floors

Raised access floor panels are susceptible to subtle flexing. To ensure uniform appearance, avoid matching raised access floor seams with tile joints.

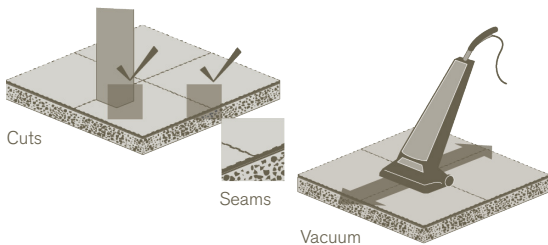
## Tile Installation (Cutting Tiles)



Tiles adjacent to fixtures, architectural elements and walls need to be cut. Follow these guidelines:

- If practical, remove the base molding before installing perimeter tiles. Replace molding when finished.
- Replace blades often. Sharp blades make cutting quicker, easier and more precise.
- Never use other tiles as a cutting surface. Place tiles on layers of cardboard before cutting.
- Always secure cut tiles with adhesive.

## Preparing for Occupation



### Final Inspection and Vacuum

Inspect the entire installation, paying close attention to joints and any tiles that have been cut.

Vacuum the floor with a pile lifter. If you don't have a pile lifter, use an upright vacuum cleaner.

### Follow CRI Installation Standards

*In addition to the specific floor preparation and installation instructions detailed here, the Carpet and Rug Institute's Carpet Installation Standard must be followed. Please note that many of the Interface installation requirements may exceed or differ from those in the CRI Standard. In the event of conflict between the Interface Installation Instructions and the CRI Standard, you should follow the Interface Installation Instructions.*

# Standard Practice for pH Testing Concrete Floors

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## Prior To Installation

All concrete floors, old and new, should be tested for alkalinity using an approved pH test kit. The approved pH test kit should include pH test strips capable of measuring a range of 0 - 14 along with deionized or distilled water. The area to be tested must be weather-tight and conditioned, via the building's HVAC system, to a temperature range of 65° - 85° Fahrenheit (18.3° - 29.4° Celsius) and a relative humidity range of 45% - 65%. These temperature and humidity ranges must be maintained for at least 48 hours prior to commencing the test and at all times during the test. The concrete surface temperature should not be less than 65° Fahrenheit (18.3° Celsius).

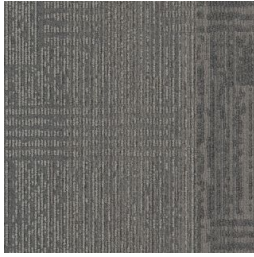
All adhesives, coatings, finishes, dirt, curing compounds, sealants and other substances should be removed from the area to be tested. Non-chemical methods, such as sanding, grinding, or bead blasting should be used to remove these substances to achieve an appropriate state for testing. Any cleaning should take place a minimum of 48 hours before testing.

Once the above conditions have been met:

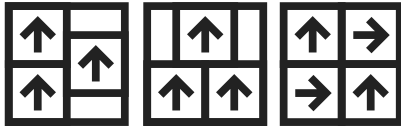
1. Abrade the surface using 100 grit sandpaper to a minimum depth of 1/32" but no more than 1/8".
2. Apply a small amount (approximately 1" in diameter) of de-ionized or distilled water.
3. Allow the de-ionized/distilled water to stand for 60 seconds.
4. Dip the 0-14 pH test strip into the puddle and remove.
5. Allow the test strip to stand for 15 seconds.
6. Compare to the pH chart in the test kit to determine pH level.
7. At least three pH tests must be performed for the first 1,000 square feet of space. One additional test should be performed for each additional 1,000 square feet thereafter.

The concrete slab should have an alkalinity level within the range as set forth on p. 2 to be suitable for carpet installation without a primer. **Refer to the chart on p. 2.** If pH levels fall outside of acceptable ranges STOP, and DO NOT proceed with installation. Call the Interface Americas Help Desk. U.S. (877) 733-7403 / Canada (888) 244-2972.

NOTE: Results obtained by this method reflect only the conditions of the concrete at the time of testing. Stated pH limitation must be maintained for the life of the installation to avoid installation and product failures and to preserve warranty coverage.



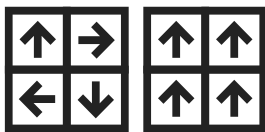
**Installation Method**



Ashlar

Brick

Non Directional



Quarter turn

Monolithic

All product specifications reflect averages derived from product sample testing, are subject to normal manufacturing and testing tolerances and inherent pattern variances, and may be changed without notice. For more information about these and other important attributes of the product(s) described herein, including recycled content and product warranty information, please see [www.interface.com/disclaimer](http://www.interface.com/disclaimer).

**Product** Plain Weave **Color** Nomadic **Backing** GlasBac™

**Product Specifications**

Product Number	1381502500
Product Construction	Tufted Textured Loop
Yarn System	100% Recycled Content Nylon
Yarn Manufacturer	Aquafil
Dye Method	100% Solution Dyed
Soil/Stain Protection	Protekt <sup>2</sup> ®
Preservative Protection	Intersept®

**More Product Specifications**

	Imperial	Metric
Tufted Yarn Weight	24 oz/yd <sup>2</sup>	814 g/m <sup>2</sup>
Machine Gauge	1/12 in	47.2 ends/10cm
Pile Height	0.15 in	3.80 mm
Pile Thickness	0.15 in	3.70 mm
Stitches	10.30 /in	40.67 ends/10cm
Pile Density	5,918 oz/yd <sup>3</sup>	219,438 g/m <sup>3</sup>
Size	19.69 in x 19.69 in	50 cm x 50 cm

**Performance Specifications**

Flooring Radiant Panel	(ASTM E-648) Passes
Smoke Density	(ASTM E-662) ≤ 450
Lightfastness	(AATCC 16 - E) ≥ 4.0 @ 60 AFU's
Static	(AATCC - 134) < 3.0 KV
Dimensional Stability	AACHEN Din 54318 < 0.10%
Traffic Classification	Heavy
Fiber Modification Ratio	1.9 to 2.2
Preservative Efficacy	(AATCC 174 Parts 2&3) 99% Reduction/No Mold 7 Days (ASTM E-2471) Complete Inhibition

**Health + Environmental Specifications**

Embodied Carbon (Cradle to Gate)	4.78 Kg CO <sub>2</sub> /M <sup>2</sup> (based upon 20 oz face weight)
Full Life Cycle Carbon Emissions	Certified Carbon Neutral Floors™
Total Recycled Content	70.1 %
Recycled Content (Pre Consumer)	57.83 %
Recycled Content (Post Consumer)	12.27 %
Indoor Air Quality	Green Label Plus #GLP0820
Material Composition	Free of Added Heavy Metals, Formaldehyde, Fluorinated Chemicals (PFAS), and Halogenated Flame Retardants.
Disclosure of Environmental Impacts	Environmental Product Declaration
Disclosure of Product Ingredients	Health Product Declaration
Environmental Certifications	Certificate of Conformity
LEED v4	Contributes to multiple IEQ and MR credits
End of Life	Carpet to Carpet Recycling through ReEntry®

**Technical Information**

Installation	<a href="#">Interface Installation Guidelines</a>
Maintenance	<a href="#">Recommended Interface Maintenance Guidelines</a>
Reclamation	Recyclable through ReEntry® - Call 1.888.733.6873 (U.S.) / 1.866.398.3191 (Canada)
Warranty	15 Year Standard Carpet Warranty
Installation Method	Monolithic Quarter Turn Non Directional Ashlar Brick
Manufacturing Location	ISO 9001 & 14001 Certified facilities in Troup County, Georgia, United States