# PROJECT MANUAL

Latrine Renovation
Columbia Readiness Center
Columbia, Missouri

Designed By: PWArchitects, Inc.

2120 Forum Blvd., Ste 101

Columbia, MO 65203

Date Issued: July 7, 2022

Project No.: T2139-01

STATE of MISSOURI

OFFICE of ADMINISTRATION
Facilities Management, Design & Construction

#### SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: T2139-01

THE FOLLOWING DESIGN PROFESSIONALS HAVE SIGNED AND SEALED THE ORIGINAL PLANS AND SPECIFICATIONS FOR THIS PROJECT, WHICH ARE ON FILE WITH THE DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION:

#### **Architect:**

PWArchitects, Inc. Erik Miller, AIA, CDT 2120 Forum Blvd., Ste. 101 Columbia, Mo. 65203

## **Structural:**

Crockett Engineering Consultants Gregory L. Linneman, PE 1000 W. Nifong., Bldg. 1 Columbia, Mo. 65203

## Mechanical, Electrical, Plumbing:

J-Squared Engineering James Watson, PE 2400 Bluff Creek Dr., Suite 101, Columbia, MO 65201





GREGORY L. LINNEMAN - PE MO LICENSE - 2005001013



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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:

TITLE	SHEET #	<b>DATE</b>	<u>CAD #</u>
Cover Sheet	G001	07/07/22	G001
Index Sheet	G101	07/07/22	G101
General Notes & Legends	G102	07/07/22	G102
Partial Floor Plan & Details	S100	07/07/22	S100
Demo Floor Plan & Reflected Ceiling Plan	D101	07/07/22	D101
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Plumbing Details & Schedules	P501	07/07/22	P501

# **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. Latrine Renovation

Columbia Readiness Center Columbia, Missouri **Project No.: T2139-01** 

#### 3.0 BIDS WILL BE RECEIVED:

A. Until: 1:30 PM, Tuesday, September 13, 2022

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

#### 4.0 DESCRIPTION:

A. Scope: The work consists of the complete renovation of the existing restrooms within the existing building, the addition of new HVAC systems, lighting, and structural modifications for the support of the new HVAC unit.

- 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: 12:00 PM, Tuesday, August 30, 2022, at the Columbia Readiness Center located at 5151 North Roger Wilson Dr, Columbia, MO 65202.
- 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 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, <a href="https://www.adsplanroom.net">https://www.adsplanroom.net</a>. 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: <a href="https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans">https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans</a>.

## 7.0 POINT OF CONTACT:

- A. Designer: PWArchitects, Inc., Erik Miller, (573) 449-2683, email: emiller@pwarchitects.com
- B. Project Manager: Jared Cook, (573) 690-6733, email: jared.cook2@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 <a href="https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans">https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans</a> after it is verified that at least one bid is awardable and affordable.
- C. This is a federally funded/assisted construction project that requires compliance by the awarded contractor with applicable federal laws and regulations. The Bidder should review Section 007333, SUPPLEMENTARY GENERAL CONDITIONS FOR FEDERALLY FUNDED/ ASSISTED CONSTRUCTION PROJECTS, which is made part of this solicitation and will be made part of the resulting contract by reference.

# 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 <a href="https://missouribuys.mo.gov">https://missouribuys.mo.gov</a> 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, <a href="mailto:paul.girouard@oa.mo.gov">paul.girouard@oa.mo.gov</a>; April Howser: 573-751-0053, <a href="mailto:April.Howser@oa.mo.gov">April.Howser@oa.mo.gov</a>; or Mandy Roberson: 573-522-0074, <a href="mailto:Mandy.Roberson@oa.mo.gov">Mandy.Roberson@oa.mo.gov</a>.
- 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: <a href="mailto:cathy.holliday@oa.mo.gov">cathy.holliday@oa.mo.gov</a>.

# IMPORTANT REMINDER REGARDING REQUIREMENT FOR OEO CERTIFICATION

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

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

#### **SECTION 002113 - INSTRUCTIONS TO BIDDERS**

#### 1.0 - SPECIAL NOTICE TO BIDDERS

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

#### 2.0 - BID DOCUMENTS

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

#### 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.

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

## 8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

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

#### 9.0 - AWARD OF CONTRACT

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

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

- 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 (<a href="https://apps1.mo.gov/MWBCertifiedFirms/">https://apps1.mo.gov/MWBCertifiedFirms/</a>). 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 (<a href="https://oa.mo.gov/sites/default/files/sdvelisting.pdf">https://oa.mo.gov/sites/default/files/sdvelisting.pdf</a>) or the Department of Veterans Affairs' directory (<a href="https://vetbiz.va.gov/basic-search/">https://vetbiz.va.gov/basic-search/</a>).
- 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;
  - 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;
  - If project information, including plans and specifications, were provided to MBE/WBE/SDVE subcontractors;
  - e. Whether the Bidder made any attempts to follow-up with MBE, WBE or SDVE firms prior to bid;
  - f. Amount of bids received from any of the subcontractors and/or suppliers that the Bidder contacted;
  - g. The Bidder's stated reasons for rejecting any bids;
- 3. If no bidder has obtained any participation in a particular category (MBE/WBE/SDVE) or made a good faith effort to do so, the Director may waive that goal rather than rebid.

## F. Contractor MBE/WBE/SDVE Obligations

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

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

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

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

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

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

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

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



# State of Missouri Construction Contract

THIS AGREEMENT is made (DATE) by and between:

#### Contractor Name and Address

hereinafter called the "Contractor,"

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

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:** Latrine Renovation

**Columbia Readiness Center** 

Columbia, Missouri

Project Number: T2139-01

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

#### ARTICLE 2. TIME OF COMPLETION

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

#### ARTICLE 3. LIQUIDATED DAMAGES

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

#### ARTICLE 4. CONTRACT SUM

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

Base Bid: \$
Alternate No. 1: \$
Alternate No. 2: \$
Alternate No. 3: \$

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

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

APPROVED:	
Mark Hill, P.E., 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	NILIMADED	
FRUJEUI	NOMBER	

AFFIDAVII FO	JR AFFIRMATIVE A	ACTION			
NAME			First being du	uly sworn on oatl	n states: that
he/she is the □ sole prop	rietor □ partner	□ officer or	□ manager or mar	naging member o	of
NAME			a □ sole pr	oprietorship [	] partnership
			☐ limited	l liability compan	y (LLC)
or $\square$ corporation, and as	such, said proprieto	r, partner, or	officer is duly authoriz	ed to make this	
affidavit on behalf of said so	le proprietorship, pa	artnership, or	corporation; that unde	r the contract kn	own as
PROJECT TITLE					
Less than 50 persor	ns in the aggregate	will be emplo	yed and therefore, the	applicable Affirm	native Action
requirements as set	forth in Article 1.4 o	f the Genera	l Conditions of the Stat	te of Missouri ha	ve been met.
PRINT NAME & SIGNATURE				DATE	
NOTARY INFORMATION					
NOTARY PUBLIC EMBOSSER SEAL	STATE OF		COUNTY (OR CITY OF ST. LOUIS)	USE RUBBER STAN	IP IN CLEAR AREA
	SUBSCRIBED AND SWO	RN BEFORE ME,	THIS	-	
	DAY O		YEAR		
	NOTARY PUBLIC SIGNA		MY COMMISSION EXPIRES	1	
	NOTARY PUBLIC NAME (TYF	PED OR PRINTED)		-	
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MO 300-1401 (05/18) FILE/Construction Contract

Bond No.
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#### SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESI	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 Princi	pal and Surety bind themselves, th	eir heirs, executors, administrators and s	uccessors, jointly
and severally, firmly by these p	resents.		
WHEREAS, the Principal has,	by means of a written agreement c	lated 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.

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:

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

Section 006113 - PERFORMANCE AND PAYMENT BOND 07/16

**NOTE**: Surety shall attach Power of Attorney



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

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

PRODUCT SUBSTITUT	ION REQUEST		
PROJECT TITLE AND LOCATION		•	
CHECK APPROPRIATE BOX			
SUBSTITUTION PRIOR TO BID (Minimum of (5) working days prior to re	OPENING eceipt of Bids as per Article 4 – Instructions to	o Bidders)	
SUBSTITUTION FOLLOWING A (Maximum of (20) working days from N	AWARD otice to Proceed as per Article 3 – General C	onditions)	
FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)			
TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)			
Bidder/Contractor hereby requests acceptorovisions of Division One of the Bidding	otance of the following product or system Documents:	ns as a substitution	n in accordance with
SPECIFIED PRODUCT OR SYSTEM			
SPECIFICATION SECTION NO.			
SUPPORTING DATA			
Product data for proposed substitution	is attached (include description of product, s	tandards, performan	ce, and test data)
<del>_</del>	le will be sent, if requested	7.1	,
QUALITY COMPARISON			
	SPECIFIED PRODUCT	SUBSTITUT	ION REQUEST
NAME, BRAND			
CATALOG NO.			
MANUFACTURER			
VENDOR			
PREVIOUS INSTALLATIONS			
PROJECT	ARCHITECT/ENGINEER		
LOCATION		[	DATE INSTALLED
SIGNIFICANT VADIATIONS EDOM SDECIFIED D	PODUCT		
SIGNIFICANT VARIATIONS FROM SPECIFIED P	RODUCI		

REASON FOR SUBSTITUTION	
DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?	
☐ YES ☐ NO	
IF YES, EXPLAIN	
SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR A/E WOR	
YES NO	· ·
BIDDER'S/CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED REQUIREMENT:	SUBSTITUTION TO CONTRACT
We have investigated the proposed substitution. We believe that it is equal or superior except as stated above; that it will provide the same Warranty as specified product implications of the substitution; that we will pay redesign and other costs caused by the become apparent; and that we will pay costs to modify other parts of the Work as matthe Work complete and functioning as a result of the substitution.	; that we have included complete ne substitution which subsequently
BIDDER/CONTRACTOR	DATE
REVIEW AND ACTION	<u> </u>
Resubmit Substitution Request with the following additional information:	
Substitution is accepted.	
_	
Substitution is accepted with the following comments:	
Substitution is not accepted.	
ARCHITECT/ENGINEER	DATE

KNOW ALL MEN BY THESE PRESENT THAT:

an agreement with

PROJECT NUMBER

hereinafter called "Subcontractor" who heretofore entered into

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:
<ol> <li>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.</li> <li>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.</li> <li>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.</li> </ol>
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	DATE

PROJECT TITLE					
PROJECT LOCATION					
FIRM					
ORIGINAL CONTRACT SU Payment)	M (Same as Line Item 1. on	Form A of Application for	TOTAL CONTRACT SU Application for Payment)	M TO DATE (Same a	s Line Item 3. on Form A of
THE TOTAL MBE/V ORIGINAL CONTR		IPATION DOLLAR AMO	OUNT OF THIS PF	ROJECT AS INI	DICATED IN THE
SELECT MBE, WBE, SDVE	TOTAL AMOUNT OF SUBCONTRACT	\$ AMOUNT PAID-TO-DATE (include approved contract changes)	CONTRACTOR	ANT/SUBCONS /SUBCONTRA COMPANY NAI	CTOR/SUPPLIER
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☐ MBE ☐ WBE ☐ SDVE	\$	\$			
☐ MBE ☐ WBE ☐ SDVE	\$	\$			
☐ MBE ☐ WBE ☐ SDVE	\$	\$			
☐ MBE ☐ WBE ☐ SDVE	\$	\$			
☐ MBE ☐ WBE ☐ 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	

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and there has been no e	exception to the full and com	pleted compliance with s	said provisions and require	ements
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	d Industrial Relations, State		day of	20
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FILE: Closeout Documents

# **GENERAL CONDITIONS**

# **INDEX**

#### ARTICLE:

- 1. General Provisions
  - 1.1. Definitions
  - 1.2. Drawings and Specifications
  - 1.3. Compliance with Laws, Permits, Regulations and Inspections
  - 1.4. Nondiscrimination in Employment
  - 1.5. Anti-Kickback
  - 1.6. Patents and Royalties
  - 1.7. Preference for American and Missouri Products and Services
  - 1.8. Communications
  - 1.9. Separate Contracts and Cooperation
  - 1.10. Assignment of Contract
  - 1.11. Indemnification
  - 1.12. Disputes and Disagreements
- 2. Owner/Designer Responsibilities
- 3. Contractor Responsibilities
  - 3.1. Acceptable Substitutions
  - 3.2. Submittals
  - 3.3. As-Built Drawings
  - 3.4. Guaranty and Warranties
  - 3.5. Operation and Maintenance Manuals
  - 3.6. Other Contractor Responsibilities
  - 3.7. Subcontracts
- 4. Changes in the Work
  - 4.1. Changes in the Work
  - 4.2. Changes in Completion Time
- 5. Construction and Completion
  - 5.1. Construction Commencement
  - 5.2. Project Construction
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  - 5.4. Payments
  - 6. Bond and Insurance

- 6.1. Bond
- 6.2. Insurance
- 7. Termination or Suspension of Contract
  - 7.1. For Site Conditions
  - 7.2. For Cause
  - 7.3. For Convenience

#### **SECTION 007213 - GENERAL CONDITIONS**

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

#### **ARTICLE 1 – GENERAL PROVISIONS**

#### **ARTICLE 1.1 - DEFINITIONS**

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

- 1. "COMMISSIONER": The Commissioner of the Office of Administration.
- 2. "CONSTRUCTION DOCUMENTS": The "Construction Documents" shall consist of the Project Manual, Drawings and Addenda.
- 3. "CONSTRUCTION
  REPRESENTATIVE:" Whenever the term
  "Construction Representative" is used, it shall
  mean the Owner's Representative at the work
  site.
- 4. "CONTRACTOR": Party or parties who have entered into a contract with the Owner to furnish work under these specifications and drawings.
- 5. "DESIGNER": When the term "Designer" is used herein, it shall refer to the Architect, Engineer, or Consultant of Record specified and defined in Paragraph 2.0 of the Supplemental Conditions, or his duly authorized representative. The Designer may be either a consultant or state employee.
- 6. "DIRECTOR": Whenever the term "Director" is used, it shall mean the Director of the Division of Facilities Management, Design and Construction or his Designee, representing the Office of Administration, State of Missouri. The Director is the agent of the Owner.
- 7. "DIVISION": Shall mean the Division of Facilities Management, Design and Construction, State of Missouri.

- 8. "INCIDENTAL JOB BURDENS": Shall mean those expenses relating to the cost of work, incurred either in the home office or on the job-site, which are necessary in the course of doing business but are incidental to the job. Such costs include office supplies and equipment, postage, courier services, telephone expenses including long distance, water and ice and other similar expenses.
- 9. "JOINT VENTURE": An association of two (2) or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.
- 10. "OWNER": Whenever the term "Owner" is used, it shall mean the State of Missouri.
- 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 Documents, Bidders. Bid Additional Information, Standard Forms, General Conditions, Supplemental General Conditions, General Requirements and **Technical** Specifications.
- 13. "SUBCONTRACTOR": Party or parties who contract under, or for the performance of part or this entire Contract between the Owner and Contractor. The subcontract may or may not be direct with the Contractor.
- 14. "WORK": Labor, material, supplies, plant and equipment required to perform and complete the service agreed to by the Contractor in a safe, expeditious, orderly and workmanlike manner so that the project shall be complete and finished in the best manner known to each respective trade.
- 15. "WORKING DAYS": are all calendar days except Saturdays, Sundays and the following holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday (observed), Truman Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day (observed), Thanksgiving Day, Christmas Day.

# ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

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

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

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

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

# ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 1.6 - PATENTS AND ROYALTIES

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

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

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

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

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

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

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

# ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

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

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

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

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

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

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

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

# ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS

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

# ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES

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

for correcting such work without additional compensation.

- F. The Owner shall have the right to direct the Contractor to uncover any completed work.
  - 1. If the Contractor fails to adequately notify the Construction Representative and/or Designer of an inspection as required by the Contract Documents, the Contractor shall, upon written request, uncover the work. The Contractor shall bear all costs associated with uncovering and again covering the work exposed.
  - 2. If the Contractor is directed to uncover work, which was not otherwise required by the Contract Documents to be inspected, and the work is found to be defective in any respect, no compensation shall be allowed for this work. If, however, such work is found to meet the requirements of this contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 10% shall be allowed the Contractor.
- G. The Designer shall give all orders and directions contemplated under this contract relative to the scope of the work and shall give the initial interpretation of the contract documents.
- H. The Owner may file a written notice to the Contractor to dismiss immediately 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.
- 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:
  - 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 onsite 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

- 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, insufficient maintenance, improper or improper operation, or normal wear and tear under normal usage. If required by the 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:
  - 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.
- 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 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.
- 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 with the drawings accordance specifications. Contractor shall be liable for all damage or loss unless attributable to the acts or omissions of the Owner or Designer. Any claim for reimbursement shall be submitted in accordance with Article 4. After substantial completion the Contractor will only be responsible for damage resulting from acts or omissions of the Contractor or subcontractors through final warranty.
- T. In the event the Contractor encounters an unforeseen hazardous material, the Contractor

- shall immediately stop work in the area affected and report the condition to the Owner and Designer in writing. The Contractor shall not be required, pursuant to Article 4, to perform, any work relating to hazardous materials.
- U. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 4.
- V. Before commencing work, Contractors shall confer with the Construction Representative and facility representative and review any facility rules and regulations which may affect the conduct of the work.
- W. Project signs will only be erected on major projects and only as described in the specifications. If no sign is specified, none shall be erected.

#### ARTICLE 3.7 -- SUBCONTRACTS

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

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

#### 4.1 CHANGES IN THE WORK

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

- altering, adding to or deducting from the work, this contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract. A claim for extension of time caused by any change must be adjusted at the time of ordering such change. No future request for time will be considered.
- B. Each Contract Change shall include all costs required to perform the work including all labor, material, equipment, overheads and profit, delay, disruptions, or other miscellaneous expenses. No subsequent requests for additional compensation including claims for delay, disruption, or reduced efficiency as a result of each change will be considered. Values from the Schedule of Values will not be binding as a basis for additions to or deductions from the contract price.
- C. The amount of any adjustment in this contract price for authorized changes shall be agreed upon before such changes become effective and shall be determined, through submission of a request for proposal, as follows:
  - 1. By an acceptable fixed price proposal from the Contractor. Breakdowns shall include all takeoff sheets of each Contractor and subcontractor. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
  - 2. By a cost-plus-fixed-fee (time and material) basis with maximum price, total cost not to exceed said maximum. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
  - 3. By unit prices contained in Contractor's original bid form and incorporated in the construction contract.
- D. Overhead and Profit on Contract Changes shall be applied as follows:
  - 1. The overhead and profit charge by the Contractor and all subcontractors shall be considered to include, but is not limited to: incidental job burdens, small truck (under 1 ton) expense, mileage, small hand tools,

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

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

## ARTICLE 4.2 – CHANGES IN COMPLETION TIME

- A. Extension of the number of work days stipulated in the Contract for completion of the work with compensation may be made when:
  - 1. The contractor documents that proposed Changes in the work, as provided in Article 4.1, extends construction activities critical to contract completion date, OR
  - 2. The Owner suspends all work for convenience of the Owner as provided in Article 7.3, OR
  - 3. An Owner caused delay extends construction activities critical to contract completion (except as provided elsewhere in these General Conditions). The Contractor is to review the work activities yet to begin and evaluate the possibility of rescheduling the work to minimize the overall project delay.
- B. Extension of the number of work days stipulated in the Contract for completion of the work without compensation may be made when:
  - 1. Weather-related delays occur, subject to provisions for the inclusion of a specified number of "bad weather" days when provided for in Section 012100-Allowances, OR
  - 2. Labor strikes or acts of God occur, OR
  - 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.
  - Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
    - 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.
    - 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
- 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.
  - 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:
  - 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.
  - 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:
  - 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
- 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 follows: as Premises/Operations: Independent Contractors; Products/Completed Operations; personal Injury; Broad Form Property Damage including Completed Operations; Broad Form Contractual Liability Coverage to include Contractor's obligations under Article 1.11 Indemnification and any other Special Hazards required by the work of the contract.

#### 2. Automobile Liability

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

3. Workers' Compensation and Employer's Liability

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

4. Builder's Risk or Installation Floater Insurance

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

Contractor shall maintain sufficient insurance to cover the full value of the work and materials as the work progresses, and shall furnish Owner copies of all endorsements. If Reporting-Risk Builder's Form 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:
  - 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 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.
- 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.
  - Take actions to protect the work and any stored materials.
  - Place no further subcontracts or orders for material, supplies, services or facilities except as may be necessary to complete the portion of the Contract that has not been terminated. No claim for payment of materials or supplies ordered after the termination date shall be considered.
  - 4. Terminate all existing subcontracts, rentals, material, and equipment orders.

- 5. Settle all outstanding liabilities arising from termination with subcontractors and suppliers.
- 6. Transfer title and deliver to the Owner, work in progress, completed work, supplies and other material produced or acquire for the work terminated, and completed or partially completed plans, drawings information and other property that, if the Contract had been completed, would be required to be furnished to the Owner.
- C. For termination without cause and at the Owner's convenience, in addition to payment for work completed prior to date of termination, the Contractor may be entitled to payment of other documented costs directly associated with the early termination of the contract. Payment for anticipated profit and unapplied overhead will not be allowed.

#### SECTION 007300 - SUPPLEMENTARY CONDITIONS

#### 1.0 GENERAL:

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

#### 2.0 CONTACTS:

Designer: Erik Miller

PWArchitects, Inc. 2120 Forum Blvd, Ste 101

Columbia, MO 65203 Telephone: (573) 449-2683 Email: emiller@pwarchitects.com

MONG Project Manager /

Construction Representative: Joseph Schaefer

Missouri National Guard-CFMO Office

6819a North Boundary Road Jefferson City, Missouri 65101 Telephone: (573) 638-9692

Email: joseph.e.schaefer10.nfg@army.mil

Project Manager: Jared Cook

Division of Facilities Management, Design and Construction

301 West High Street, Room 730 Jefferson City, Missouri 65101 Telephone: (573) 690-6733 Email: jared.cook2@oa.mo.gov

Contract Specialist: April Howser

Division of Facilities Management, Design and Construction

301 West High Street, Room 730 Jefferson City, Missouri 65101 Telephone: (573) 751-0053 Email: april.howser@oa.mo.gov

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

#### 4.0 FURNISHING CONSTRUCTION DOCUMENTS:

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

#### 5.0 SAFETY REQUIREMENTS

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

#### 6.0 ENVIRONMENTAL MANAGEMENT SYSTEM (eMS):

The Missouri Army National Guard (MOARNG) has implemented an Environmental Management System (eMS). One of the key components of the eMS is the establishment of an Environmental Policy that must be communicated to all persons working for or on behalf of the organization including all suppliers and contractors. This policy stresses commitment to compliance with accepted environmental practices, and meeting or exceeding applicable environmental requirements, legal and otherwise. This policy also stresses commitment to waste minimization, pollution prevention, and management of personnel, processes, real property, and materials in a manner to reduce environmental impacts. The policy is available upon request to all parties by contacting the Environmental Management Office at (573) 638-9514.

## 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:

	Goals for minority participation for each trade	Goals for female participation in each trade
106	6.3	6.9

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:

- (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.
- 1. 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)

- (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 this purpose from the Wage and Hour Division Web 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 <u>title 18 and section 231</u> 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 <u>Executive Order 11246</u>, 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 <u>29</u> 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 <u>2 C.F.R. 180.220</u>) 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 <u>Executive Orders 12549 (3 C.F.R. pt. 1986 Comp., p. 189)</u> 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 <u>Executive Order 12549</u>.
- (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 (20 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. § 6201et 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** Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this contract. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **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 <u>Public Law 115–232</u>, 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. 29

Section 010 **BOONE COUNTY** 

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

Original Signed by
Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2022

Last Date Objections May Be Filed: April 11, 2022

Prepared by Missouri Department of Labor and Industrial Relations

	++D '!'
OCCUPATIONAL TITLE	**Prevailing
OCCUPATIONAL TITLE	Hourly
	Rate
Asbestos Worker	\$58.66
Boilermaker	\$30.87*
Bricklayer	\$51.43
Carpenter	\$48.35
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$41.91
Plasterer	
Communications Technician	\$55.88
Electrician (Inside Wireman)	\$55.87
Electrician Outside Lineman	\$75.58
Lineman Operator	Ψ, σ.σσ
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	000.07#
Elevator Constructor	\$30.87*
Glazier	\$47.32
Ironworker	\$62.10
Laborer	\$41.12
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$48.56
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$60.81
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	¢27.40
Painter	\$37.40
Plumber	\$67.36
Pipe Fitter	<b>PEO 44</b>
Roofer	\$52.11
Sheet Metal Worker	\$53.28
Sprinkler Fitter	\$62.30
Truck Driver	\$30.87*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

<sup>\*</sup>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.

<sup>\*\*</sup>The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

	**Prevailing
OCCUPATIONAL TITLE	Hourly
	Rate
Carpenter	\$51.63
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$75.58
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$46.46
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$30.87*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

# OVERTIME and HOLIDAYS

# **OVERTIME**

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

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

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

# **HOLIDAYS**

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

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

"General Decision Number: MO20220036 07/29/2022

Superseded General Decision Number: MO20210036

State: Missouri

Construction Type: Building

County: Boone County in Missouri.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

IIf the contract is entered linto on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.

|If the contract was awarded on|. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number

Publication Date

0

01/07/2022 02/18/2022

2 3 4 5 6		02/25/2022 04/01/2022 04/22/2022 05/27/2022 07/29/2022
-005	10/02/2020	

ASBE0001-005 10/02/2020	AS	BE	0001	-005	10/	02/	'2020
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ASDE0001 003 10/02/2020		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	.\$ 40.44	25.14
BOIL0083-005 01/01/2021		
	Rates	Fringes
BOILERMAKER		30.36
BRM00011-002 03/01/2020		
	Rates	Fringes
BRICKLAYER		18.73 18.73
* CARP0010-009 05/01/2022		
	Rates	Fringes
CARPENTER (Including Drywall Hanging, Form Work & Metal Stud Installation)		19.70
ELEC0257-001 03/01/2021		
	Rates	Fringes
ELECTRICIAN	.\$ 34.60	Fringes 16.38
ELECTRICIAN	.\$ 34.60	_
	.\$ 34.60	_
	.\$ 34.60 Rates  .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51	16.38 Fringes  28.82 28.82 28.82 28.82 28.82 28.82 28.82 28.82 28.82 28.82
Power equipment operators: Backhoe/Excavator. Bobcat/Skid Loader. Crane. Forklift. Grader/Blade. Loader. Paver. Roller.	.\$ 34.60 Rates  .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51	16.38 Fringes  28.82 28.82 28.82 28.82 28.82 28.82 28.82 28.82 28.82 28.82
Power equipment operators: Backhoe/Excavator. Bobcat/Skid Loader. Crane. Forklift. Grader/Blade. Loader. Paver. Roller.	.\$ 34.60 Rates  .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51	16.38 Fringes  28.82 28.82 28.82 28.82 28.82 28.82 28.82 28.82 28.82 28.82
Power equipment operators: Backhoe/Excavator. Bobcat/Skid Loader. Crane. Forklift. Grader/Blade. Loader. Paver. Roller.	.\$ 34.60  Rates  .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51 .\$ 33.51	16.38  Fringes  28.82 28.82 28.82 28.82 28.82 28.82 28.82 28.82 28.82 28.82

Rates Fringes

LABORER  Asbestos Abatement from Floors, Walls & Ceilings Brick & Cement/Concrete Mason Tender Common or General; Asphalt Shoveler; Pipelayer	\$ 28.12	13.49 15.39 15.39
PAIN0002-004 04/01/2020		
	Rates	Fringes
Painters: Brush and Roller Drywall Finishing/Taping	\$ 24.64	13.98 13.98
PAIN0513-002 11/01/2011		
	Rates	Fringes
GLAZIER	\$ 27.35	17.17
PLAS0518-013 03/01/2022		
	Rates	Fringes
PLASTERER	\$ 29.02	14.18
PLAS0518-014 03/01/2022		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$ 29.72	14.98
* PLUM0562-001 07/01/2022		
	Rates	Fringes
PIPEFITTER, Excludes HVAC Pipe Installation    Mechanical Contracts    including all piping and    temperature control work    \$7.0 million & over Mechanical Contracts    including all piping and    temperature control work    \$7.0 million & under PLUMBER, Includes HVAC Pipe Installation    Mechanical Contracts    including all piping and    temperature control work    \$7.0 million & over Mechanical Contracts    including all piping and    temperature control work	\$ 43.16	21.49 21.49 21.49
\$7.0 million & under		21.49
ROOF0020-012 09/19/2020		
	Rates	Fringes
ROOFER	\$ 31.30	17.59

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	\$ 41.00	23.94
SHEE0036-002 07/01/2018		
	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation	\$ 50.67	18.36
SUMO2010-035 06/14/2010		
	Rates	Fringes
OPERATOR: Hoist	\$ 26.02	13.01
PAINTER: Spray		0.00
WELDERS Possive nate prescribe	nd for craft nort	Forming

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\_\_\_\_\_\_

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

\_\_\_\_\_

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_

END OF GENERAL DECISIO"

#### 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 renovating the Men's and Women's restrooms at the Columbia Readiness Center.
  - 1. Project Location: Columbia Readiness Center, 5151 N. Roger Wilson Dr. Columbia, Mo. 65202
  - 2. Owner: State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction, Harry S Truman State Office Building, Post Office Box 809, 301 West High Street, Jefferson City, Missouri 65102.
- B. Contract Documents dated July 7, 2022 prepared for the Project by PWArchitects, Inc, 2120 Forum Blvd., Ste. 101, Columbia, Mo. 65203.
- C. The Work consists of: The Complete Renovation of the existing restrooms within the existing building, the addition of new HVAC systems and lighting and structural modifications for the support of the new HVAC unit.
  - 1. The Work includes:
    - 1) Demolition of existing concrete slabs, masonry walls, toilet and other partitions, toilet fixtures, tile and other finishes, doors and door hardware, mechanical ductwork systems above ground and underground plumbing systems, light fixtures and miscellaneous electrical.
    - 2) New temporary toilet facilities (Alternate Bid Item)
    - 3) New concrete slabs.
    - 4) New steel stud partitions with cement board and waterproofing membrane.
    - 5) New steel stud partitions with gypsum board finishes.
    - 6) Acoustic insulation for partitions.
    - 7) New suspended gypsum board ceiling systems.
    - 8) New masonry infill for miscellaneous partitions.
    - 9) New porcelain tile wall inishes.
    - 10) New toilet partitions.
    - 11) New shower areas and fixtures.
    - 12) New lavatories in solid surface counters.
    - 13) New toilet fixtures and urinals.
    - 14) New toilet accessory installation-material provided by Owner.
    - 15) Painting for walls, ceilings and miscellaneous areas.
    - 16) New epoxy flooring and base (Alternate Bid Item).
    - 17) New vinyl base.
    - 18) New structural steel supports.
    - 19) New Doors and Door Hardware.
    - 20) New HVAC Ductwork.
    - 21) New water supply and sewer piping and fixtures.

- 22) New electrical power and lighting wiring and fixtures.
- D. The Work will be constructed under a single prime contract.

# 1.3 CONTRACTOR USE OF PREMISES

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

# 1.4 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. The Designer will prepare a Certificate of Partial Occupancy for each specific portion of the Work to be occupied prior to substantial completion.
  - 2. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions for the building.
  - 3. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions for the building.

#### 1.5 OWNER-FURNISHED PRODUCTS

- A. The Owner will furnish some toilet accessories as noted on the Project Drawings. 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 Owner will arrange and pay for delivery of Owner-furnished items according to the contractor's Construction Schedule.
- 3. The Contractor is responsible for receiving, unloading, and handling Owner furnished items at the site.
- 4. 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.
- 5. If Owner-furnished items are damaged, defective, or missing, the Owner will arrange for replacement.
- 6. The Owner will arrange for manufacturer's field services and for the delivery of manufacturer's warranties to the appropriate Contractor.
- 7. The Contractor shall designate delivery dates of Owner-furnished items in the Contractor's Construction Schedule.
- 8. 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.
- 9. 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.

#### 1.6 MISCELLANEOUS PROVISIONS

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

**PART 3 - EXECUTION (Not Applicable)** 

#### **SECTION 012300 - ALTERNATES**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

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

#### 1.3 **DEFINITIONS**

- A. Definition: An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost for each alternate is the net addition to the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
- B. No additional time will be allowed for alternate work unless the number of work days is so stated on the bid form.

#### 1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate the Alternate Work into the Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- B. Notification: The award of the Contract will indicate whether alternates have been accepted or rejected.
- C. Execute accepted alternates under the same conditions as other Work of this Contract.
- D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.

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

# **PART 3 - EXECUTION**

# 3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Provide Portable Restroom Trailer as specified in Section 015000 Construction Facilities and Temporary Controls. The Base Bid does not include this facility for Owner's use.
- B. Alternate No. 2: Provide and Install Plastic Toilet Partitions as specified in Section 10 2113.19. The base bid includes Metal Toilet partitions as specified in section 10 2113.13.
- C. Alternate No. 3: Provide and Install Epoxy Flooring and base as specified in Section 09 6700-Fluid-Applied Flooring. The Base Bid includes Sealed Concrete Flooring and Tile Wall Base.

# SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

# 1.3 REQUESTS FOR INFORMATION

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

written notice within ten (10) working days, shall waive the Contractor's right to seek additional time or cost under Article 4, "Changes in the Work" of the General Conditions.

# 1.4 MINOR CHANGES IN THE WORK

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

# 1.5 PROPOSAL REQUESTS

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

# 1.6 CHANGE ORDER PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

**PART 3 - EXECUTION (Not Used)** 

# **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
    - 1. 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)

#### 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® 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: <a href="https://oa.mo.gov/facilities/vendor-links/contractor-forms">https://oa.mo.gov/facilities/vendor-links/contractor-forms</a>. Completed forms shall be emailed to the following email address: <a href="mailto:OA.FMDCE-BuilderSupport@oa.mo.gov">OA.FMDCE-BuilderSupport@oa.mo.gov</a>.
- 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 <u>all posted items</u>. 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.
  - 1. 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.)

<sup>&</sup>lt;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>&</sup>lt;sup>2</sup> The minimum system herein will <u>not be sufficient</u> 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
  - 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.

#### 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
033000	Cast-in-Place Concrete	Product Data
033000	Cast-in-Place Concrete	Certification
033000	Cast-in-Place Concrete	Test Report
042000	Unit Masonry	Product Data
042000	Unit Masonry	Test Report
055000	Metal Fabrications	Shop Drawings
061000	Rough Carpentry	Product Data
068316	Fiberglass Reinforced Paneling	Product Data
075300	Elastomeric Membrane Roofing	Product Data
075300	Elastomeric Membrane Roofing	Shop Drawings
075300	Elastomeric Membrane Roofing	Test Report
075300	Elastomeric Membrane Roofing	Certification
075300	Elastomeric Membrane Roofing	Warranty
076200	Sheet Metal Flashing and Trim	Shop Drawings
079200	Joint Sealants	Product Data
079200	Joint Sealants	Sample
081113	Hollow Metal Doors and Frames	Product Data
081113	Hollow Metal Doors and Frames	Shop Drawings
083100	Access Doors and Panels	Product Data
083100	Access Doors and Panels	Shop Drawings
087100	Door Hardware	Product Data
087100	Door Hardware	Shop Drawings

087100	Door Hardware	Operation / Maintenance Manual
092116	Gypsum Board Assemblies	Product Data
093000	Tiling	Product Data
093000	Tiling	Shop Drawings
093000	Tiling	Certification
093000	Tiling	Sample
093000	Tiling	Operation / Maintenance Manual
096500	Resilient Flooring	Product Data
096500	Resilient Flooring	Sample
096500	Resilient Flooring	Certification
096700	Fluid-Applied Flooring	Product Data
096700	Fluid-Applied Flooring	Sample
096700	Fluid-Applied Flooring	Operation / Maintenance Manual
099000	Paints and Coatings	Product Data
099000	Paints and Coatings	Sample
099000	Paints and Coatings	Certification
101400	Signage	Product Data
101400	Signage	Sample
102113.13	Metal Toilet Compartments	Product Data
102113.13	Metal Toilet Compartments	Shop Drawings
102113.13	Metal Toilet Compartments	Sample
102113.19	Plastic Toilet Compartments	Product Data
102113.19	Plastic Toilet Compartments	Shop Drawings
102800	Toilet, Bath, And Laundry Accessories	Product Data
123600	Countertops	Product Data
123600	Countertops	Shop Drawings
123600	Countertops	Sample
123600	Countertops	Operation / Maintenance Manual
224000	Plumbing Fixtures	Product Data
224000	Plumbing Fixtures	Operation / Maintenance Manual
233416	Centrifugal HVAC Fans	Product Data
233416	Centrifugal HVAC Fans	Operation / Maintenance Manual
237433	Dedicated Outdoor Air Units	Product Data
237433	Dedicated Outdoor Air Units	Shop Drawings
237433	Dedicated Outdoor Air Units	Warranty
262726	Wiring Devices	Product Data
265100	Interior Lighting	Product Data
265100	Interior Lighting	Shop Drawings

# SECTION 013513.28 – SITE SECURITY AND HEALTH REQUIREMENTS

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

# 1.2 SUBMITTALS

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

# **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 REQUIRED FINGERPRINTING FOR CRIMINAL BACKGROUND AND WARRANTS CHECK

- 1. All employees of the Contractor are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration, Division of Facilities Management, Design and Construction (FMDC) to receive state and national criminal background checks on such employees. FMDC reserves the right to prohibit any employee of the Contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.
- 2. The Contractor shall ensure all of its employees submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. The Contractor shall submit to FMDC via email to <a href="mailto:FMDCSecurity@oa.mo.gov">FMDCSecurity@oa.mo.gov</a> a list of the names of the Contractor's employees who will be fingerprinted and a signed Missouri Applicant Fingerprint Privacy Notice, Applicant Privacy Rights and Privacy Act Statement 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/fmdccontractor-id-badges.

- 3. Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2018. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the Contractor's employees, and those fingerprints will be searched against other fingerprints on file, including latent fingerprints. While retained, an employee's fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.
- 4. As part of the Missouri and National Rap Back programs, FMDC will receive notification if a new arrest is reported for an employee whose fingerprints have been submitted for FMDC after August 28, 2018. If the employee is performing work on a State contract at the time of the arrest notification, FMDC will request and receive the employee's updated criminal history records. If the employee is no longer performing work on a State contract, FMDC will not obtain updated criminal records.
- 5. Pursuant to section 43.540, RSMo, the Missouri State Highway Patrol will provide the results of the employee's background check directly to FMDC. FMDC may NOT release the results of a background check to the Contractor or provide the Contractor any information obtained from a background check, either verbally or in writing. FMDC will notify the Contractor only whether an employee is approved to work on State property.
- 6. Each employee who submits fingerprints to the Missouri State Highway Patrol has a right to obtain a copy of the results of his or her background check. The employee may challenge the accuracy and completeness of the information contained in a background check report and obtain a determination from the Missouri State Highway Patrol and/or the FBI regarding the validity of such challenge prior to FMDC making a final decision about his or her eligibility to perform work under a State contract.
- 7. The Contractor shall notify FMDC via email to <a href="mailto:FMDCSecurity@oa.mo.gov">FMDCSecurity@oa.mo.gov</a> if an employee is terminated or resigns from employment with the Contractor. If the Contractor does not anticipate performing work on a State contract in the future, the Contractor may request that FMDC remove its employees from the Rap Back programs. However, if removed from the Rap Back programs, employees will be required to submit new fingerprints should the contractor be awarded another State contract.
- 8. Upon award of a Contract, the Contractor should contact FMDC at <a href="mailto:FMDCSecurity@oa.mo.gov">FMDCSecurity@oa.mo.gov</a> to determine if its employees need to provide a new background check. If a Contractor's employee has previously submitted a fingerprint background check to FMDC as part of the Missouri and National Rap Back programs, the employee may not need to submit another fingerprint search for a period of three to six years, depending upon the circumstances. The Contractor understands and agrees that FMDC may require more frequent

background checks without providing any explanation to the Contractor. The fact that an additional background check is requested by FMDC does not indicate that the employee has a criminal record.

# 3.4 DISRUPTION OF UTILITIES

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

**END OF SECTION 013513.28** 

# SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

(Section Contains Alternate No.1 Bid Item, 3.2, G.)

# **PART 1 - GENERAL**

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

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

# 1.3 SUBMITTALS

A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

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

# 1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations including, but not limited to, the following:
  - 1. Building code requirements
  - 2. Health and safety regulations
  - 3. Utility company regulations
  - 4. Police, fire department, and rescue squad rules
  - 5. Environmental protection regulations
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations". ANSI A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities".
  - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code".
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

## 1.5 PROJECT CONDITIONS

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

# **PART 2 - PRODUCTS**

# 2.1 MATERIALS

- A. General: Provide new materials. If acceptable to the Designer, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry".

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

# 2.2 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Designer, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 3/4" (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100' (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect

- separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- G. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- H. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated re-circulation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- I. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers, or a combination of extinguishers of NFPA-recommended classes for the exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

# **PART 3 - EXECUTION**

## 3.1 INSTALLATION

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

# 3.2 TEMPORARY UTILITY INSTALLATION

- A. 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.
- B. 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.
- C. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching.

- 1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
- 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 Telephones: Provide temporary telephone service throughout the construction period for all personnel engaged in construction activities. Select from paragraphs below for applicable temporary toilet facility requirements.
- F. Temporary Toilets for Contractor Use: Install self-contained toilet units. Use of pit-type privies will not be permitted. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
  - 1. Shield toilets to ensure privacy.
  - 2. Provide toilet tissue materials for each facility.
- G. Temporary Owner Use Only Toilets (**Alternate No. 1 bid**): facilities as listed below: Comply with regulations and health codes for the location, operation, and maintenance of fixtures and facilities. Install facilities where indicated on the drawings.
  - 1. Provide A portable restroom trailer with (2) men's stalls + (2) women's stalls with twice weekly cleanout service.
  - 2. Provide A single accessible portable unit to address ADA/Accessibility requirements with once weekly cleanout service.
  - 3. Provide toilet tissue materials for each facility throughout the service term.
  - 4. Include all costs for delivery, setup, installation, cleanout service, environmental fees, and pickup for each of these facilities.
- H. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a health and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
  - 1. Provide paper towels or similar disposable materials for each facility.
  - 2. Provide covered waste containers for used material.
- I. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.

## 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. Field Offices: Provide insulated, weathertight temporary offices of sufficient size to accommodate required office personnel at the Project site. Keep the office clean and orderly for use for small progress meetings.
- C. Storage Facilities: The Owner will provide storage onsite as designated by the Facility Representative or the Construction Representative. Areas for use by the Contractor for storage will be identified at the Pre-Bid Meeting.
- D. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.
- E. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
  - 1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and materials drying or curing requirements to avoid dangerous conditions and effects.
  - 2. Install tarpaulins securely with incombustible wood framing and other materials. Close openings of 25SqFt (2.3SqM) or less with plywood or similar materials.
  - 3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
  - 4. Where temporary wood or plywood enclosure exceeds 100SqFt (9.2SqM) in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.
- G. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- H. 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. 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.
- D. Enclosure Fence: Before excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.
  - 1. Provide open-mesh, chainlink fencing with posts set in a compacted mixture of gravel and earth.
- E. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
  - 1. Storage: Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- 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. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at the temporary entrances as required by the governing authority.
  - 3. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
    - a. Replace air filters and clean inside of ductwork and housing.
    - b. Replace significantly worn parts and parts subject to unusual operating conditions.
    - c. Replace lamps burned out or noticeably dimmed by hours of use.

## END OF SECTION 015000

## SECTION 017400 - CLEANING

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

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

# **PART 2 - PRODUCTS**

## 2.1 MATERIALS

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

## **PART 3 - EXECUTION**

## 3.1 PROGRESS CLEANING

## A. General

- 1. Retain all stored items in an orderly arrangement allowing maximum access, not impending drainage or traffic, and providing the required protection of materials.
- 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
- 3. At least <once><twice> each month, and more often if necessary, completely remove all scrap, debris, and waste material from the jobsite.
- 4. Provide adequate storage for all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the ecology.

## B. Site

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

- 2. Weekly, inspect all arrangements of materials stored onsite. Re-stack, tidy, or otherwise service all material arrangements.
- 3. Maintain the site in a neat and orderly condition at all times.

# C. Structures

- 1. Daily, inspect the structures and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
- 2. Weekly, sweep all interior spaces clean. "Clean" for the purposes of this paragraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and handheld broom.
- 3. In preparation for installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required cleanliness.
- 4. Following the installation of finish floor materials, clean the finish floor daily while work is being performed in the space in which finish materials have been installed. "Clean" for the purposes of this subparagraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the Construction Representative, may be injurious to the finish of the finish floor material.

# 3.2 FINAL CLEANING

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

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

## END OF SECTION 017400

# **SECTION 02 4100 DEMOLITION**

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.
- Abandonment and removal of existing utilities and utility structures.

#### 1.02 SUBMITTALS

- A. See Division 1 for submittal procedures.
- Site Plan: Showing:
  - Areas for temporary construction and field offices.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
  - Indicate extent of demolition, removal sequence, bracing and shoring, and location and 1. construction of barricades and fences.
  - 2. Identify demolition firm and submit qualifications.
  - 3. Include a summary of safety procedures.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

## PART 2 PRODUCTS -- NOT USED

# PART 3 EXECUTION

## 3.01 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Use of explosives is not permitted.
  - 3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 4. Provide, erect, and maintain temporary barriers and security devices.
  - 5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.

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6. Do not close or obstruct roadways or sidewalks without permit.

- Conduct operations to minimize obstruction of public and private entrances and exits; do not
  obstruct required exits at any time; protect persons using entrances and exits from removal
  operations.
- 8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Do not begin removal until built elements to be salvaged or relocated have been removed.
- D. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- E. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- F. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
- G. Perform demolition in a manner that maximizes salvage and recycling of materials.
  - 1. Dismantle existing construction and separate materials.
  - 2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

#### 3.02 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

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H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

#### 3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
  - 1. Provide, erect, and maintain temporary dustproof partitions of construction In locations as required to separate activities and in coordination with Owner.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- D. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  - 2. Remove items indicated on drawings.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, Telecommunications, and Others): Remove existing systems and equipment as indicated.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
  - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  - 3. Verify that abandoned services serve only abandoned facilities before removal.
  - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- F. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
  - 4. Patch as specified for patching new work.

# 3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

# **END OF SECTION 02 4100**

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# SECTION 03 3000 CAST-IN-PLACE CONCRETE

#### **PART 1 GENERAL**

#### 1.01 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

## 1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement.

## 1.03 INFORMATIONAL SUBMITTALS

- A. Material certificates.
- B. Material test reports.
- C. Floor surface flatness and levelness measurements.

## 1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
- C. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5.
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- D. Concrete Testing Service: Owner engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- E. Moisture Vapor Reduction Admixture Warranty
  - Manufacturer's Warranty: Submit, for the owner's acceptance, the manufacturer's standard
    warranty document executed by an authorized company official. The manufacturer's warranty is in
    addition to, and not a limitation of, other rights the Owner may have under provisions of the
    contract documents.

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- 2. Warranty Period: Ten years commencing on the date of acceptance of the project by the Owner or Notice of Completion whichever is earliest.
  - Warranty Terms: Terms to include moisture related failures, including all finish floor materials and labor. Admixture warranty issued on completion of ASTM-D-5084 or ASTM-D-4263 test and results submitted to a Concure Systems Representative.

#### PART 2 PRODUCTS

#### 2.01 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

# 2.02 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.
- C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice.

## 2.03 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
  - 1. Portland Cement: ASTM C 150 Type I/II, gray. Supplement with the following:
    - a. Fly Ash: ASTM C 618, Class F or C.
    - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, graded.
  - 1. Maximum Coarse-Aggregate Size: 1-1/2 inches (38 mm) nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.

#### 2.04 ADMIXTURES

- A. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.

- 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
- 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
- High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F. 4.
- 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
- Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II. 6.
- 7. Moisture Vapor Reduction Admixture:
  - Acceptable Products:
    - Concure Systems
    - 2) Barrier One
    - Vapor Lock 20/20

#### 2.05 VAPOR RETARDERS

A. Sheet Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape.

#### 2.06 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
- Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
  - VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

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Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

# 2.07 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.

B. Moisture Vapor Reduction Crack Filler

#### 2.08 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 20 percent.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing admixture in concrete, as required, for placement and workability.
- D. Proportion normal-weight concrete mixture as follows:
  - 1. Minimum Compressive Strength: As specified in drawings at 28 days.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.50 footings; 0.45 all other mixes
  - 3. Slump Limit: 4 inches (125 mm) or 8 inches (200 mm for concrete with verified slump of 2 to 4 inches (50 to 100 mm) before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch (25 mm).
  - 4. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.
  - 5. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended by manufacturer.
    - Add water vapor reducing admixture per manufacturers specified dosage rate to ready mix truck at the batch plant, or jobsite before discharge, mix rapidly for 7 minutes. (Follow Manufacturer's Instructions).

#### 2.09 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.10 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.
  - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

#### PART 3 EXECUTION

# 3.01 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

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- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

#### 3.02 EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

#### 3.03 VAPOR RETARDERS

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
  - Lap joints 6 inches (150 mm) and seal with manufacturers recommended tape.

## 3.04 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
  - Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

## 3.05 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
  - Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
- Waterstops: Install in construction joints and at other joints indicated according to manufacturer's written instructions.

# 3.06 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - . Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

#### 3.07 FINISHING FORMED SURFACES

- A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. Apply to concrete surfaces exposed to public view.
- B. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

## 3.08 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
  - 1. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
  - 2. Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- (3.05-m-) long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/8 inch (3.2 mm) at the gymnasium floor and 1/4" (6.4mm) at all other locations.

#### 3.09 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing

operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
    - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
  - 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

#### 3.10 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

#### 3.11 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

## **END OF SECTION 03 3000**

# SECTION 04 2000 UNIT MASONRY

## PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Concrete block.
- B. Mortar and grout.
- C. Reinforcement and anchorage.
- D. Lintels.
- E. Accessories.

## 1.02 REFERENCE STANDARDS

- A. ASTM A153/A153M Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- B. ASTM A615/A615M Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement 2020.
- C. ASTM A641/A641M Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire 2019.
- D. ASTM A951/A951M Standard Specification for Steel Wire for Masonry Joint Reinforcement 2016, with Editorial Revision (2018).
- E. ASTM A1064/A1064M Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete 2018a.
- F. ASTM C90 Standard Specification for Loadbearing Concrete Masonry Units 2021.
- G. ASTM C91/C91M Standard Specification for Masonry Cement 2018.
- H. ASTM C129 Standard Specification for Nonloadbearing Concrete Masonry Units 2017.
- I. ASTM C144 Standard Specification for Aggregate for Masonry Mortar 2018.
- J. ASTM C150/C150M Standard Specification for Portland Cement 2021.
- K. ASTM C207 Standard Specification for Hydrated Lime for Masonry Purposes 2018.
- L. ASTM C270 Standard Specification for Mortar for Unit Masonry 2019a, with Editorial Revision.
- M. ASTM C404 Standard Specification for Aggregates for Masonry Grout 2018.
- N. ASTM C476 Standard Specification for Grout for Masonry 2020.
- O. ASTM C780 Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry 2020.

P. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures 2016.

## 1.03 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.
- C. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.
- D. Test Reports: Concrete masonry manufacturer's test reports for units with integral water repellent admixture.

# 1.04 DELIVERY, STORAGE, AND HANDLING

A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

## **PART 2 PRODUCTS**

#### 2.01 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards and as follows:
  - 1. Size: Standard units with nominal face dimensions of 16 by 8 inches and nominal depth of 8 inches.
  - 2. Special Shapes: Provide nonstandard blocks configured for corners.
    - a. Provide bullnose units for outside corners.
  - 3. Load-Bearing Units: ASTM C90, normal weight.
    - a. Hollow block.
    - b. Exposed Faces: Manufacturer's standard color and texture where indicated.
  - 4. Nonloadbearing Units: ASTM C129.
    - a. Hollow block.
    - b. Lightweight.

## 2.02 MORTAR AND GROUT MATERIALS

- A. Masonry Cement: ASTM C91/C91M, Type N.
- B. Portland Cement: ASTM C150/C150M, Type I; color as required to produce approved color sample.
  - 1. Not more than 0.60 percent alkali.
- C. Hydrated Lime: ASTM C207, Type S.
- D. Mortar Aggregate: ASTM C144.

- E. Grout Aggregate: ASTM C404.
- F. Water: Clean and potable.

#### 2.03 REINFORCEMENT AND ANCHORAGE

- A. Reinforcing Steel: ASTM A615/A615M, Grade 40 (40,000 psi), deformed billet bars; galvanized.
- B. Single Wythe Joint Reinforcement: ASTM A951/A951M.
  - 1. Type: Truss or ladder.
  - 2. Material: ASTM A1064/A1064M steel wire, mill galvanized to ASTM A641/A641M Class 3.
  - 3. Size: 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not less than 5/8 inch of mortar coverage on each exposure.
- C. Multiple Wythe Joint Reinforcement: ASTM A951/A951M.
- D. Strap Anchors: Bent steel shapes, 1-1/2 inch width, 0.105 inch thick, 24 inch length, with 1-1/2 inch long, 90 degree bend at each end to form a U or Z shape or with cross pins, hot dip galvanized to ASTM A153/A153M Class B.

#### 2.04 LINTELS

A. Prefabricated Steel Lintels: See Drawings for information.

#### 2.05 MORTAR AND GROUT MIXING

- A. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
  - 1. Interior, loadbearing masonry: Type N.
  - 2. Interior, non-loadbearing masonry: Type N.
- B. Grout: ASTM C476; consistency required to fill completely volumes indicated for grouting; fine grout for spaces with smallest horizontal dimension of 2 inches or less; coarse grout for spaces with smallest horizontal dimension greater than 2 inches.

#### PART 3 EXECUTION

## 3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

# 3.02 PREPARATION

A. Direct and coordinate placement of metal anchors supplied for installation under other sections.

B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

# 3.03 COLD AND HOT WEATHER REQUIREMENTS

- A. Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.
- B. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.
- C. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

#### 3.04 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
  - 1. Bond: Running.
  - 2. Coursing: One unit and one mortar joint to equal 8 inches.
  - 3. Mortar Joints: Concave.

#### 3.05 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Lay hollow masonry units with face shell bedding on head and bed joints.
- C. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
- D. Remove excess mortar and mortar smears as work progresses.
- E. Remove excess mortar with water repellent admixture promptly. Do not use acids, sandblasting or high pressure cleaning methods.
- F. Interlock intersections and external corners, except for units laid in stack bond.
- G. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- H. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- Cut mortar joints flush where wall tile is scheduled or resilient base is scheduled or epoxy base is being installed.
- J. Isolate top joint of masonry partitions from horizontal structural framing members and slabs or decks with compressible joint filler.

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# 3.06 REINFORCEMENT AND ANCHORAGE - GENERAL AND SINGLE WYTHE MASONRY

- A. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches on center.
- B. Lap joint reinforcement ends minimum 6 inches.
- C. Reinforce stack bonded unit joint corners and intersections with strap anchors 16 inches on center.

#### 3.07 LINTELS

- A. Install loose steel lintels over openings.
- B. Maintain minimum 4 inch bearing on each side of opening.

#### 3.08 GROUTED COMPONENTS

- A. Lap splices minimum 24 bar diameters.
- B. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch of dimensioned position.
- C. Place and consolidate grout fill without displacing reinforcing.

#### 3.09 BUILT-IN WORK

- A. As work progresses, install built-in metal door frames and glazed frames and other items to be built into the work and furnished under other sections.
- B. Install built-in items plumb, level, and true to line.
- C. Bed anchors of metal door and glazed frames in adjacent mortar joints. Fill frame voids solid with grout.
  - 1. Fill adjacent masonry cores with grout minimum 12 inches from framed openings.
- D. Do not build into masonry construction organic materials that are subject to deterioration.

# 3.10 CUTTING AND FITTING

- A. Cut and fit for chases, pipes, conduit, sleeves, grounds, and toothed-in openings. Coordinate with other sections of work to provide correct size, shape, and location.
- B. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

## 3.11 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 4000 Quality Requirements.
- B. Mortar Tests: Test each type of mortar in accordance with ASTM C780, testing with same frequency as masonry samples.

# 3.12 CLEANING

- A. Remove excess mortar and mortar droppings.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.

# 3.13 PROTECTION

A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

# 3.14 SCHEDULES

A. Interior Partitions: Single wythe concrete block units.

# **END OF SECTION 04 2000**

# SECTION 05 5000 METAL FABRICATIONS

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

A. Shop fabricated steel and aluminum items.

#### 1.02 REFERENCE STANDARDS

- A. ASTM A36/A36M Standard Specification for Carbon Structural Steel 2019.
- B. ASTM A283/A283M Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates 2018.
- C. ASTM A307 Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength 2021.
- D. AWS D1.1/D1.1M Structural Welding Code Steel 2020, with Errata (2021).
- E. SSPC-Paint 15 Steel Joist Shop Primer/Metal Building Primer 2004.

#### 1.03 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.

# PART 2 PRODUCTS

## 2.01 MATERIALS - STEEL

- A. Steel Sections: ASTM A36/A36M.
- B. Plates: ASTM A283/A283M.
- C. Mechanical Fasteners: Same material as or compatible with materials being fastened; type consistent with design and specified quality level.
- D. Bolts, Nuts, and Washers: ASTM A307, Grade A, plain.
- E. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- F. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.

## 2.02 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.

- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Furnish components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

#### 2.03 FABRICATED ITEMS

A. Lintels: As detailed; prime paint finish.

# PART 3 EXECUTION

# 3.01 EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive work.

#### 3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Furnish setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

## 3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components as indicated on drawings.
- D. Perform field welding in accordance with AWS D1.1/D1.1M.
- E. Obtain approval prior to site cutting or making adjustments not scheduled.
- F. After erection, prime welds, abrasions, and surfaces not shop primed, except surfaces to be in contact with concrete.

#### 3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.
- C. Maximum Out-of-Position: 1/4 inch.

#### **END OF SECTION 05 5000**

# SECTION 06 1000 ROUGH CARPENTRY

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Rough opening framing for doors, windows, and roof openings.
- B. Preservative treated wood materials.
- C. Concealed wood blocking, nailers, and supports.

#### 1.02 REFERENCE STANDARDS

- A. ASTM A153/A153M Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- B. AWPA U1 Use Category System: User Specification for Treated Wood 2021.
- C. PS 20 American Softwood Lumber Standard 2021.

## 1.03 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Product Data: Provide technical data on insulated sheathing, wood preservative materials, and application instructions.

## 1.04 DELIVERY, STORAGE, AND HANDLING

A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

# 1.05 WARRANTY

A. Correct defective work within a two-year period commencing on Date of Substantial Completion.

## **PART 2 PRODUCTS**

# 2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
  - 2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

## 2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

A. Sizes: Nominal sizes as indicated on drawings, S4S.

- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

## 2.03 ACCESSORIES

#### A. Fasteners and Anchors:

- 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
- 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
- 3. Anchors: Toggle bolt type for anchorage to hollow masonry.
- B. Sill Gasket on Top of Foundation Wall: 1/4 inch thick, plate width, closed cell plastic foam from continuous rolls.

#### 2.04 FACTORY WOOD TREATMENT

A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.

#### PART 3 EXECUTION

# 3.01 PREPARATION

A. Coordinate installation of rough carpentry members specified in other sections.

# 3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

## 3.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to authorities having jurisdiction may be used in lieu of solid wood blocking.

- C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- D. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- E. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- F. Provide the following specific nonstructural framing and blocking:
  - 1. Cabinets and shelf supports.
  - 2. Wall brackets.
  - 3. Handrails.
  - 4. Grab bars.
  - 5. Towel and bath accessories.
  - 6. Wall-mounted door stops.
  - 7. Toilet Partitions.
  - 8. Plumbing Fixtures.
  - 9. Joints of rigid wall coverings that occur between studs.

#### 3.04 CLEANING

- A. Waste Disposal:
  - 1. Comply with applicable regulations.
  - 2. Do not burn scrap on project site.
  - 3. Do not burn scraps that have been pressure treated.
  - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

## **END OF SECTION 06 1000**

# SECTION 06 8316 FIBERGLASS REINFORCED PANELING

#### PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Fiberglass reinforced plastic panels.
- B. Trim.

## 1.02 REFERENCE STANDARDS

- A. ASTM D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber 2021.
- B. ASTM D5319 Standard Specification for Glass-Fiber Reinforced Polyester Wall and Ceiling Panels 2017.
- C. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials 2021a.
- D. FM 4880 Evaluating the Fire Performance of Insulated Building Panel Assemblies and Interior Finish Materials 2017.

# 1.03 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.

## 1.04 DELIVERY, STORAGE, AND HANDLING

A. Store panels flat, indoors, on a clean, dry surface. Remove packaging and allow panels to acclimate to room temperature for 48 hours prior to installation.

# **PART 2 PRODUCTS**

# 2.01 MANUFACTURERS

- A. Fiberglass Reinforced Plastic Panels:
  - 1. Crane Composites, Inc: www.cranecomposites.com/#sle.
  - 2. Marlite, Inc: www.marlite.com/#sle.
  - 3. Nudo Products, Inc: www.nudo.com/#sle.
  - 4. Substitutions: See Division 1.

#### 2.02 PANEL SYSTEMS

A. Wall Panels:

1. Panel Size: 4 by 8 feet.

2. Panel Thickness: 0.10 inch.

3. Surface Design: Smooth.

4. Color: White.

5. Attachment Method: Adhesive only, with trim and sealant in joints.

## 2.03 MATERIALS

- A. Panels: Fiberglass reinforced plastic (FRP), complying with ASTM D5319.
  - 1. Surface Burning Characteristics: Maximum flame spread index of 25 and smoke developed index of 450; when system tested in accordance with ASTM E84.
  - 2. Class 1 fire rated when tested in accordance with FM 4880.
  - 3. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
- B. Trim: Vinyl; color coordinating with panel.
- C. Adhesive: Type recommended by panel manufacturer.
- D. Sealant: Type recommended by panel manufacturer; white.

### **PART 3 EXECUTION**

## 3.01 EXAMINATION

- A. Verify existing conditions and substrate flatness before starting work.
- B. Verify that substrate conditions are ready to receive the work of this section.

#### 3.02 INSTALLATION - WALLS

- A. Install panels in accordance with manufacturer's instructions.
- B. Cut and drill panels with carbide tipped saw blades, drill bits, or snips.
- C. Apply adhesive to the back side of the panel using trowel as recommended by adhesive manufacturer.
- D. Apply panels to wall with seams plumb and pattern aligned with adjoining panels.
- E. Install panels with manufacturer's recommended gap for panel field and corner joints.
- F. Place trim on panel before fastening edges, as required.
- G. Fill channels in trim with sealant before attaching to panel.
- H. Install trim with adhesive and screws or nails, as required.
- I. Seal gaps at floor, ceiling, and between panels with applicable sealant to prevent moisture intrusion.

END OF SECTION 06 8316

Remove excess sealant after paneling is installed and prior to curing.

# SECTION 07 9200 JOINT SEALANTS

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Sealants, joint backing, and bond breakers.
- B. Joint backings and accessories.

## 1.02 ADMINISTRATIVE REQUIREMENTS

A. Coordinate the work with other sections referencing this section.

### 1.03 SUBMITTALS

- A. See Division 1 for Submittal Procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
  - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
  - 2. List of backing materials approved for use with the specific product.
  - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
  - 4. Substrates the product should not be used on.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit two (2) sets of manufacturer's color cards showing standard colors available for selection.

## 1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.

## 1.05 WARRANTY

- A. Correct defective work within a five year period after Date of Substantial Completion.
- B. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

## **PART 2 PRODUCTS**

#### 2.01 JOINT SEALANT APPLICATIONS

- A. Type E-1 General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single or multi-component.
  - 1. Color: To be selected by Architect from manufacturer's standard range.
  - 2. Applications: Use for:
    - a. Joints between metal frames and other materials.
    - b. Other exterior joints for which no other sealant is indicated.
- B. Type E-2 Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene; non-drying, non-skinning, non-curing.
  - 1. Applications: Use for:
    - a. Concealed sealant bead in sheet metal work.
- C. Type I-1 General Purpose Interior Sealant: Acryclic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
  - 1. Color: To be selected by Architect from manufacturer's standard range.
  - 2. Applications: Use for:
    - a. Interior wall and ceiling control joints.
    - b. Joints between door and window frames and wall surfaces.
    - c. Other interior joints for which no other type of sealant is indicated.
- D. Type I-2 Bathroom Sealant: Silicone; ASTM C920, Uses I, M, and A; single-component, mildewresistant.
  - 1. Color: To be selected by Architect from manufacturer's standard range.
  - 2. Applications: Use for:
    - a. Joints between plumbing fixtures and floor and wall surfaces.

# 2.02 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
  - 1. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.

- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

#### 3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

### 3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Non-sag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

#### 3.04 CLEANING

A. Clean adjacent surfaces of excess sealant and smears as a result of this work, before the sealant cures.

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Columbia Readiness Center JOINT SEALANTS

- B. Repair joints that have shrunk, sagged, run, and/or that have thin spots or other defects.
- C. Leave adjacent surfaces in as good or better condition than they were before sealant operations.

## 3.05 PROTECTION

A. Protect sealants until cured.

# 3.06 SCHEDULE

- A. See Drawings for designated sealant joints.
- B. Soft joints between masonry and adjacent work: Type E-1.
- C. Lap joints in exterior sheet metal work: Type E-2.
- D. Joints between exterior metal frames and adjacent work: Type E-1.
- E. Interior joints for which no other sealant is Indicated: Type I-1.
- F. Joints between plumbing fixtures and walls/floors: Type I-2.

## **END OF SECTION 07 9200**

# SECTION 08 1113 HOLLOW METAL DOORS AND FRAMES

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

A. Non-fire-rated hollow metal doors and frames.

### 1.02 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.
- D. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.

## 1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- C. Maintain at project site copies of reference standards relating to installation of products specified.

## 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Store in accordance with NAAMM HMMA 840.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion and adverse effects on factory applied painted finish.

#### PART 2 PRODUCTS

## 2.01 MANUFACTURERS

- A. Hollow Metal Doors and Frames:
  - 1. Ceco Door, an Assa Abloy Group company: www.assaabloydss.com.
  - 2. Curries, an Assa Abloy Group company: www.assaabloydss.com.
  - 3. Steelcraft, an Allegion brand: www.allegion.com.
  - 4. Substitutions: See Division 1.

## 2.02 PERFORMANCE REQUIREMENTS

- A. Requirements for Hollow Metal Doors and Frames:
  - Steel Sheet: Comply with one or more of the following requirements; galvannealed steel
    complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or
    hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial
    steel (CS) Type B, for each.
  - 2. Accessibility: Comply with ICC A117.1 and ADA Standards.
  - 3. Door Edge Profile: Beveled, both sides.
  - 4. Typical Door Face Sheets: Flush. Refer to Door Schedule for additional information.
  - Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
  - 6. Zinc Coating for Typical Interior and/or Exterior Locations: Provide metal components zinc-coated (galvanized) and/or zinc-iron alloy-coated (galvannealed) by the hot-dip process in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness, unless noted otherwise for specific hollow metal doors and frames.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

## 2.03 HOLLOW METAL DOORS

- A. Door Finish: Factory primed and field finished.
- B. Interior Doors, Non-Fire-Rated:
  - 1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
    - a. Level 2 Heavy-duty.
    - b. Physical Performance Level B, 500,000 cycles; in accordance with ANSI/SDI A250.4.
    - c. Model 1 Full Flush.
    - d. Door Face Metal Thickness: 18 gauge, 0.042 inch, minimum.
    - e. Zinc Coating: A60/ZF180 galvannealed coating; ASTM A653/A653M.
  - 2. Door Core Material: Manufacturers standard core material/construction and in compliance with requirements.
  - 3. Door Thickness: 1-3/4 inches, nominal.
  - 4. Door Finish: Factory primed and field finished.

## 2.04 HOLLOW METAL FRAMES

A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.

#### B. General:

- 1. Provide mortar guard/dust boxes for hardware cut-outs in all frames.
- 2. Frames in Masonry Walls: Size to suit masonry coursing with head member 4 inches high to fill opening without cutting masonry units.
- C. Interior Door Frames, Non-Fire Rated: Full profile/continuously welded type.
  - 1. Frame Metal Thickness: 16 gauge, 0.042 inch, minimum.
  - 2. Frame Finish: Factory primed and field finished.

#### 2.05 FINISHES

A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

## 2.06 ACCESSORIES

- A. Grout for Frames: Mortar grout complying with ASTM C476 with maximum slump of 4 inches as measured in accordance with ASTM C143/C143M for hand troweling in place; plaster grout and thinner pumpable grout are prohibited.
- B. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.
- C. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.

### PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

## 3.02 PREPARATION

A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.

## 3.03 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Coordinate frame anchor placement with wall construction.

- C. Grout frames in masonry construction, using hand trowel methods; brace frames so that pressure of grout before setting will not deform frames.
- D. Install door hardware as specified in Section 08 7100.

## 3.04 TOLERANCES

- A. Clearances Between Door and Frame: Comply with related requirements of specified frame standards or custom guidelines indicated in accordance with SDI 117 or NAAMM HMMA 861.
- B. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

# 3.05 ADJUSTING

A. Adjust for smooth and balanced door movement.

## 3.06 SCHEDULE

A. Refer to Door and Frame Schedule on the drawings.

## **END OF SECTION 08 1113**

# SECTION 08 3100 ACCESS DOORS AND PANELS

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Wall access door and frame units.
- B. Coordinate with Divisions 21 through 28, work and MEP drawings and specifications for access panel locations.

## 1.02 SUBMITTALS

- A. See Division 1 for submittal requirements.
- B. Product Data: Provide sizes, types, finishes, hardware, scheduled locations, and details of adjoining work.
- C. Shop Drawings: Indicate exact position of all access door units.
- D. Manufacturer's Installation Instructions: Indicate installation requirements and rough-in dimensions.
- E. Project Record Documents: Record actual locations of all access units.

#### **PART 2 PRODUCTS**

### 2.01 ACCESS DOOR AND PANEL APPLICATIONS

- A. Walls, Unless Otherwise Indicated on drawings:
  - 1. Material: Steel.
  - 2. Size: 12 x 12 inches, unless otherwise indicated on drawings.
  - 3. Standard duty, hinged door.
  - 4. Tool-operated spring or cam lock; no handle.
  - 5. In All Wall Types: Surface mounted face frame and door surface flush with frame surface.
  - 6. Prime coat with manufacturers gray primer; field finish to match adjacent surface. Coordinate with Section 09 9123.
- B. Walls in Wet Areas such as toilets, Janitors closets unless otherwise indicated on drawings:
  - 1. Material: Stainless Steel 304 #4
  - 2. Size: 12 x 12 inches, unless otherwise indicated on drawings.
  - 3. Standard duty, hinged door.
  - 4. Tool-operated spring or cam lock; no handle.
  - 5. In All Wall Types: Surface mounted face frame and door surface flush with frame surface.

## 2.02 WALL AND CEILING UNITS

#### A. Manufacturers:

- 1. Acudor Products Inc: www.acudor.com.
- 2. Karp Associates, Inc: www.karpinc.com.
- 3. Milcor by Commercial Products Group of Hart & Cooley, Inc: www.milcorinc.com.
- 4. Substitutions: See Division 1.
- B. Access Doors: Factory fabricated door and frame units, fully assembled units with corner joints welded, filled, and ground flush; square and without rack or warp; coordinate requirements with assemblies units are to be installed in.
  - 1. Style: As indicated.
  - 2. Door Style: Single thickness with rolled or turned in edges.
  - 3. Heavy Duty Frames: 16 gage minimum.
  - 4. Heavy Duty Single Thickness Steel Door Panels: 16 gage minimum.

## **PART 3 EXECUTION**

#### 3.01 INSTALLATION

- A. Install units in accordance with manufacturer's instructions.
- B. Install frames plumb and level in openings. Secure rigidly in place.
- C. Position units to provide convenient access to the concealed work requiring access.

## **END OF SECTION 08 3100**

# SECTION 08 7100 DOOR HARDWARE

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

A. Hardware for hollow metal doors.

## 1.02 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the manufacture, fabrication, and installation of products that door hardware is installed on.
- B. Furnish templates for door and frame preparation to manufacturers and fabricators of products requiring internal reinforcement for door hardware.
- C. Convey Owner's keying requirements to manufacturers.

#### 1.03 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project, and includes construction details, material descriptions, finishes, and dimensions and profiles of individual components.
- C. Shop Drawings Door Hardware Schedule: Submit detailed listing that includes each item of hardware to be installed on each door. Use door numbering scheme as included in Contract Documents.
  - 1. Provide complete description for each door listed.
  - 2. Provide manufacturer's and product names, and catalog numbers; include functions, types, styles, sizes and finishes of each item.
  - 3. Include account of abbreviations and symbols used in schedule.
- D. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- E. Maintenance Data: Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.
- F. Keys: Deliver with identifying tags to Owner by security shipment direct from hardware supplier.
- G. Maintenance Materials and Tools: Furnish the following for Owner's use in maintenance of project.
  - 1. Tools: One set of each special wrench or tool applicable for each different or special hardware component, whether supplied by hardware component manufacturer or not.

## 1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of experience.

- B. Installer Qualifications: Company specializing in performing work of the type specified for commercial door hardware with at least three years of experience.
- C. Supplier Qualifications: Company specializing in supplying commercial door hardware with at least three years of experience.

## 1.05 DELIVERY, STORAGE, AND HANDLING

A. Package hardware items individually; label and identify each package with door opening code to match door hardware schedule.

## **PART 2 PRODUCTS**

### 2.01 DESIGN AND PERFORMANCE CRITERIA

- A. Provide specified door hardware as required to make doors fully functional, compliant with applicable codes, and secure to extent indicated.
- B. Provide door hardware products that comply with the following requirements:
  - 1. Applicable provisions of federal, state, and local codes.
  - 2. Accessibility: ADA Standards and ICC A117.1.
  - 3. Applicable provisions of NFPA 101.
- C. Finishes: Provide door hardware of the same finish unless otherwise indicated.
  - 1. Finish: Satin chrome plated over nickel on brass or bronze, 626 (approx. US26D).
- D. Provide non-removable pins (NRP) when hinges are exposed to the outside of a room with locking hardware or to the exterior of exterior doors.

## 2.02 HINGES

- A. Manufacturers:
  - 1. McKinney; an Assa Abloy Group company: www.assaabloydss.com/#sle.
  - 2. Basis of Design: Hager Companies: www.hagerco.com/#sle.
  - 3. Other manfuacturers:
    - a. Stanley, dormakaba Group: www.stanleyhardwarefordoors.com/#sle.
    - b. McKinney; an Assa Abloy Group company: www.assaabloydss.com/#sle
  - 4. Substitutions: See Division 1.

## 2.03 DOOR PULLS AND PUSH PLATES

- A. Manufacturers:
  - 1. Basis of Design: Hager Companies; www.hagerco.com/#sle.

- 2. Other manufacturers:
  - a. Rockwood; an Assa Abloy Group company: www.assaabloydss.com/#sle.
  - b. Trimco: www.trimcohardware.com/#sle.
- 3. Substitutions: See Division One.

## 2.04 CLOSERS

- A. Manufacturers; Surface Mounted:
  - 1. Basis of Design: LCN, an Allegion brand; www.allegion.com/us.
  - 2. Other manufacturers:
    - a. Corbin Russwin, Norton, Rixson, Sargent, or Yale; an Assa Abloy Group company: www.assaabloydss.com/#sle.
    - b. Stanley, dormakaba Group: www.stanleyhardwarefordoors.com/#sle.
  - 3. Substitutions: See Division One.

## 2.05 WALL STOPS

- A. Manufacturers:
  - 1. Rockwood; an Assa Abloy Group company: www.assaabloydss.com/#sle.
  - 2. Hager Companies: www.hagerco.com/#sle.
  - 3. Trimco: www.trimcohardware.com/#sle.
- B. Wall Stops: Comply with BHMA A156.16, Grade 1 and Resilient Material Retention Test as described in this standard.
  - 1. Type: Bumper, concave, wall stop.
  - 2. Material: Aluminum housing with rubber insert.

## 2.06 SILENCERS

- A. Manufacturers:
  - 1. Ives, an Allegion brand: www.allegion.com/us/#sle.
  - 2. Rockwood; an Assa Abloy Group company: www.assaabloydss.com/#sle.
  - 3. Hager
  - 4. Substitutions: See Division 1.
- B. Silencers: Provide at equal locations on door frame to mute sound of door's impact upon closing.
  - 1. Single Door: Provide three on strike jamb of frame.

- 2. Pair of Doors: Provide two on head of frame, one for each door at latch side.
- 3. Material: Rubber, gray color.

#### 2.07 FINISHES

- A. Finishes: Provide door hardware of same finish, unless otherwise indicated.
  - 1. Primary Finish: 626; satin chromium plated over nickel, with brass or bronze base material (former US equivalent US26D); BHMA A156.18.

#### PART 3 EXECUTION

### 3.01 EXAMINATION

A. Verify that doors and frames are ready to receive this work; labeled, fire-rated doors and frames are properly installed, and dimensions are as indicated on shop drawings.

## 3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Door Hardware Mounting Heights: Distance from finished floor to center line of hardware item. As indicated in following list; unless noted otherwise in Door Hardware Schedule or on drawings.
  - 1. For Steel Doors and Frames: Install in compliance with DHI (LOCS) recommendations.
  - 2. For Wood Doors: Install in compliance with DHI WDHS.3 recommendations.
- D. Set exterior door thresholds with full-width bead of elastomeric sealant at each point of contact with floor providing a continuous weather seal; anchor thresholds with stainless steel countersunk screws.

# 3.03 ADJUSTING

- A. Adjust hardware for smooth operation.
- B. Adjust gasketing for complete, continuous seal; replace if unable to make complete seal.

### 3.04 CLEANING

- A. Clean finished hardware in accordance with manufacturer's written instructions after final adjustments have been made.
- B. Clean adjacent surfaces soiled by hardware installation.
- C. Replace items that cannot be cleaned to manufacturer's level of finish quality at no additional cost.

## 3.05 PROTECTION

- A. Protect finished Work.
- B. Do not permit adjacent work to damage hardware or finish.

# 3.06 SCHEDULE

- A. Basis of Design Manufacturers and Products are listed in the Schedule and may be replaced with other listed manufacturer's of the same type and function. See Division 1 for Substitution Procedures.
  - 1. Hardware Group 1: Single Side-Swinging Doors: 101A, 101B, 102A, 102B

3 ea.	BB1199 4-1/2x4-1/2 NRP	Butts	Hager
1 ea.	4040XP	Closer	LCN
1 ea.	22G x US26D	Push/Pull	Hager
1 ea.	258F x US26D	Floor Stop w/ Holder	Hager

**END OF SECTION 08 7100** 

# SECTION 09 2116 GYPSUM BOARD ASSEMBLIES

#### **PART 1 GENERAL**

## 1.01 SECTION INCLUDES

- A. Metal stud wall framing.
- B. Metal channel ceiling framing.
- C. Cementitious backing board.
- D. Acoustical Insulation.
- E. Gypsum wallboard.
- F. Joint treatment and accessories.

#### 1.02 SUBMITTALS

- A. See Division 1, for submittal procedures.
- B. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
- C. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

## 1.03 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing gypsum board application and finishing, with minimum 5 years of documented experience.
- B. Copies of Documents at Site: Maintain at the project site a copy of each referenced document that prescribes execution requirements.

#### PART 2 PRODUCTS

## 2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
  - 1. See PART 3 for finishing requirements.

## 2.02 METAL FRAMING MATERIALS

- A. Manufacturers Metal Framing, Connectors, and Accessories:
  - 1. Clarkwestern Dietrich Building Systems LLC: www.clarkdietrich.com.
  - 2. Marino: www.marinoware.com.
  - 3. Phillips Manufacturing Company: www.phillipsmfg.com.
  - 4. Substitutions: See Division 1.

- B. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/360 at 5 psf 20 gage minimum.
  - 1. Studs: "C" shaped with flat or formed webs with knurled faces.
  - 2. Runners: U shaped, sized to match studs.
  - 3. Ceiling Channels: C shaped.
  - 4. Furring: Hat-shaped sections, minimum depth of 7/8 inch.
- C. Grid Suspension Systems for gypsum board ceilings: Steel grid system of main tees and support bars connected to structure using hanging wire.
  - 1. Products:
    - a. USG Corporation; Drywall Suspension System: www.usg.com/#sle.
    - b. Armstrong World Industries.
    - c. Certainteed.
    - d. Substitutions: See Division 1.
- D. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.
- E. Partition Head to Structure Connections: Provide mechanical anchorage devices that accommodate deflection using slotted holes, screws and anti-friction bushings, preventing rotation of studs while maintaining structural performance of partition.
  - Structural Performance: Maintain lateral load resistance and vertical movement capacity required by applicable code, when evaluated in accordance with AISI North American Specification for the Design of Cold-Formed Steel Structural Members.
  - 2. Material: ASTM A653/A653M steel sheet, SS Grade 50/340, with G60/Z180 hot dipped galvanized coating.

## 2.03 BOARD MATERIALS

- A. Manufacturers Gypsum-Based Board:
  - 1. Georgia-Pacific Gypsum: www.gpgypsum.com.
  - 2. National Gypsum Company: www.nationalgypsum.com.
  - 3. USG Corporation: www.usg.com.
  - 4. Substitutions: See Division 1.
- B. Mold-Resistant Paper-Faced Products:
  - 1. Georgia-Pacific Gypsum; ToughRock Mold-Guard Type X Gypsum Wallboard.

- 2. National Gypsum Company; Gold Bond Brand XP, Type X Gypsum Board.
- 3. USG Corporation; Sheetrock Brand Mold Tough Type X Gypsum Panels.
  - a. Application: Use for ceilings, unless otherwise indicated.

## C. Backing Board For Tiled Areas:

- 1. Application: Surfaces behind all tile in toilet rooms.
- 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
- 3. ANSI Cement-Based Board: Non-gypsum-based; aggregated Portland cement panels with glass fiber mesh embedded in front and back surfaces complying with ANSI A118.9 or ASTM C1325.
  - a. Thickness: 1/2 inch.
  - b. Products:
    - 1) National Gypsum Company; PermaBase Cement Board: www.nationalgypsum.com.
    - 2) USG Corporation; Durock: www.usg.com.
    - 3) PermaBASE Building Products; Cement Board.
    - 4) Substitutions: See Division 1.

#### D. Accessories:

- 1. Sound Attenuation Batts: ASTM C665; preformed glass fiber, friction fit type, unfaced only where indicated on drawings. Thickness: 3-1/2 inches.
- 2. Acoustic Sealant: As specified in Section 07 90 05.
- 3. Finishing Accessories: ASTM C1047, rigid plastic, unless otherwise indicated.
  - a. Types: As detailed or required for finished appearance including:
    - 1) Tear Away L Beads
    - 2) Tear Away XTL Beads
    - 3) Pullaway L Beads
    - 4) Shower Beads
    - 5) Flat Tear Aways
  - b. Special Shapes: In addition to conventional cornerbead and control joints, provide U-bead, L-bead, and LC-bead at exposed panel edges as detailed or required for finished appearance.
  - c. Manufacturers Finishing Accessories:
    - 1) Trim-Tex Drywall Products

- 2) Plastic Components, Inc.
- 3) Marino\Ware.
- 4. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
- 5. Screws for Attachment to Steel Members Less Than 0.03 inch In Thickness, to Wood Members, and to Gypsum Board: ASTM C1002; self-piercing tapping type.
- 6. Screws for Attachment to Steel Members From 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws for application of gypsum board to loadbearing steel studs.
- 7. Anchorage to Substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

A. Verify that project conditions are appropriate for work of this section to commence.

## 3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members as indicated.
  - 1. Level ceiling system to a tolerance of 1/1200.
  - 2. Laterally brace entire suspension system.
- C. Studs: Space studs at 16" on center.
  - 1. Extend partition framing to structure in all locations.
  - Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top
    of studs and structure, and connect studs to track using specified mechanical devices in accordance
    with manufacturer's instructions; verify free movement of top of stud connections; do not leave
    studs unattached to track.
- D. Standard Wall Furring: Install at locations shown on drawings, not more than 4 inches from floor and ceiling lines and abutting walls. Secure in place on alternate channel flanges at maximum 16 inches on center.
  - 1. Orientation: Horizontal or vertical as shown on drawings or required by job conditions.
- E. Blocking: Install mechanically fastened steel channel blocking for support of:
  - 1. Wall mounted cabinets.
  - Toilet accessories.
  - 3. Wall mounted door hardware.

- 4. Toilet partitions.
- 5. Countertop brackets.
- 6. Other items requiring blocking for support

## 3.03 BOARD INSTALLATION

- A. Comply with ASTM C 840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Non-Rated: Install panels in most economical direction, with ends and edges occurring over firm bearing.
- C. Exterior Sheathing: Comply with ASTM C1280. Install sheathing horizontally, with edges butted tight and ends occurring over firm bearing.
  - 1. Seal joints, cut edges, and holes with water-resistant sealant.
- D. Cementitious Backing Board: Install over steel framing members and plywood substrate where indicated, in accordance with ANSI A108.11 and manufacturer's instructions.
- E. Installation on Metal Framing: Use screws for attachment of all products.

## 3.04 ACOUSTIC ACCESSORIES INSTALLATION

A. Sound Attenuation Batts: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.

### 3.05 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as directed.
  - 1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

### 3.06 JOINT TREATMENT

- A. Paper Faced Gypsum Board: Use paper joint tape, bedded with ready-mixed vinyl-based joint compound and finished with ready-mixed vinyl-based joint compound.
- B. Finish panels in accordance with levels defined in ASTM C840, as follows:
  - 1. Level 4: Walls, ceilings and soffits to receive paint finish or wall coverings, unless otherwise indicated.
  - Level 1: Wall areas above finished ceilings, whether or not accessible in the completed construction.
- C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.

1. Feather coats of joint compound so that camber is maximum 1/32 inch.

# 3.07 TOLERANCES

A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

**END OF SECTION 09 2116** 

# SECTION 09 3000 TILING

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Tile for wall applications.
- B. Cementitious backer board as tile substrate.
- C. Non-ceramic trim.

#### 1.02 REFERENCE STANDARDS

- A. ANSI A108.1a American National Standard Specifications for Installation of Ceramic Tile in the Wet-Set Method, with Portland Cement Mortar 2017.
- B. ANSI A108.1b American National Standard Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex-Portland Cement Mortar 2017.
- C. ANSI A108.1c Contractor's Option: Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar or Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex-Portland Cement Mortar 1999 (Reaffirmed 2021).
- D. ANSI A108.2 American National Standard General Requirements: Materials, Environmental and Workmanship 2019.
- E. ANSI A108.4 American National Standard Specifications for Installation of Ceramic Tile with Organic Adhesive or Water Cleanable Tile-Setting Epoxy Adhesive 2019.
- F. ANSI A108.5 American National Standard Specifications for Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar 2021.
- G. ANSI A108.6 American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant, Water Cleanable Tile-Setting and -Grout Epoxy 1999 (Reaffirmed 2019).
- H. ANSI A108.8 American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant Furan Resin Mortar and Grout 1999 (Reaffirmed 2019).
- ANSI A108.9 American National Standard Specifications for Installation of Ceramic Tile with Modified Epoxy Emulsion Mortar/Grout 1999 (Reaffirmed 2019).
- J. ANSI A108.10 American National Standard Specifications for Installation of Grout in Tilework 2017.
- K. ANSI A108.11 American National Standard Specifications for Interior Installation of Cementitious Backer Units 2018.
- L. ANSI A108.12 American National Standard for Installation of Ceramic Tile with EGP (Exterior Glue Plywood) Latex-Portland Cement Mortar 1999 (Reaffirmed 2019).
- M. ANSI A108.13 American National Standard for Installation of Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone 2005 (Reaffirmed 2021).

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- N. ANSI A108.19 American National Standard Specifications for Interior Installation of Gauged Porcelain Tiles and Gauged Porcelain Tile Panels/Slabs by the Thin-Bed Method Bonded with Modified Dry-Set Cement Mortar or Improved Modified Dry-Set Cement Mortar 2020.
- O. ANSI A118.9 American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units 2019.
- P. ANSI A118.10 American National Standard Specifications for Load Bearing, Bonded, Waterproof Membranes For Thin-Set Ceramic Tile And Dimension Stone Installation 2014 (Reaffirmed 2019).
- Q. ANSI A136.1 American National Standard for Organic Adhesives for Installation of Ceramic Tile 2020.
- R. TCNA (HB) Handbook for Ceramic, Glass, and Stone Tile Installation 2021.

## 1.03 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by affected installers.

#### 1.04 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.
- C. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details.
- D. Samples: Mount tile and apply grout on two plywood panels, minimum 18 by 18 inches in size illustrating pattern, color variations, and grout joint size variations.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Installer's Qualification Statement:
  - Submit documentation of National Tile Contractors Association (NTCA) or Tile Contractors' Association of America (TCAA) accreditation.
  - 2. Submit documentation of completion of apprenticeship and certification programs.
- G. Maintenance Data: Include recommended cleaning methods, cleaning materials, and stain removal methods.
- H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Division 1 for additional provisions.
  - 2. Extra Tile: 30 square feet of each size, color, and surface finish combination.

## 1.05 QUALITY ASSURANCE

A. Installer Qualifications:

1. Company specializing in performing tile installation, with minimum of five years of documented experience.

### 1.06 MOCK-UP

- A. Construct tile mock-up incorporating all components specified for the location. Mock up to be minimum 5 square feet in size and show tile, grout, and edge trim. Mock-up location to be determined with the Owner.
  - 1. Approved mock-up may remain as part of the Work.

## 1.07 DELIVERY, STORAGE, AND HANDLING

A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

## 1.08 FIELD CONDITIONS

- A. Do not install solvent-based products in an unventilated environment.
- B. Maintain ambient and substrate temperature above 50 degrees F and below 100 degrees F during installation and curing of setting materials.

#### PART 2 PRODUCTS

## 2.01 TILE

- A. Manufacturers: All products by the same manufacturer.
  - 1. Basis of Design; Crossville; Color Blox 2.0.
  - 2. Atlas Concorde; Reflex.
  - 3. Daltile Corporation: Portfolio

# 2.02 TRIM AND ACCESSORIES

- A. See Drawings for manufacturer and type.
- B. Non-Ceramic Trim: Brushed stainless steel, style and dimensions to suit application, for setting using tile mortar or adhesive.
  - 1. Applications:
    - a. Open edges of wall tile.
    - b. Wall corners, outside and inside.
    - c. Transition between epoxy base and wall tile.
    - d. Floor to wall joints.
    - e. Borders and other trim as indicated on drawings.
  - 2. Manufacturers:

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- a. Basis of Design: Schluter-Systems: www.schluter.com/#sle.
- b. Genesis APS International: www.genesis-aps.com/#sle.
- c. Bonnell Aluminum: Futura Trim; https://futuratransitions.com/.

## 2.03 SETTING MATERIALS

- A. Provide setting and grout materials from same manufacturer.
- B. Organic Adhesive: ANSI A136.1, thinset mastic type as recommended by manufacturer.

#### 2.04 GROUTS

A. Provide setting and grout materials from same manufacturer. See drawings for product information.

## 2.05 ACCESSORY MATERIALS

- A. Waterproofing Membrane at Walls: Specifically designed for bonding to cementitious substrate under thick mortar bed or thin-set tile; complying with ANSI A118.10.
  - 1. Bonded Sheet Membrane Type:
    - a. Material: Polyethylene sheet membrane with non-woven fabric laminated to both sides, 20 to 30 mils thick, nominal.
    - b. Products:
      - 1) ARDEX Engineered Cements; ARDEX SK 175: www.ardexamericas.com/#sle.
      - LATICRETE International, Inc; LATICRETE HYDRO BAN Sheet Membrane: www.laticrete.com/#sle.
      - 3) Basis of Design: Noble Company; NobleSeal TS: www.noblecompany.com/#sle.
- B. Backer Board: Cementitious type complying with ANSI A118.9; high density, glass fiber reinforced, 1/2 inch thick; 2 inch wide coated glass fiber tape for joints and corners. See Section 09 2116 Gypum Board Assemblies.
- C. Mesh Tape: 2 inch wide self-adhesive fiberglass mesh tape.

## PART 3 EXECUTION

#### 3.01 EXAMINATION

A. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.

## 3.02 PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.

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- C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.
- D. Install backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of setting material to a feather edge.
- E. Prepare substrate surfaces for adhesive installation in accordance with adhesive manufacturer's instructions.

## 3.03 INSTALLATION - GENERAL

- A. Install tile and grout in accordance with applicable requirements of ANSI A108.1a through ANSI A108.19, manufacturer's instructions, and TCNA (HB) recommendations.
- B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
- C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- E. Form internal angles square and external angles square.
- F. Install non-ceramic trim in accordance with manufacturer's instructions.
- G. Sound tile after setting. Replace hollow sounding units.
- H. Keep control and expansion joints free of mortar, grout, and adhesive.
- I. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
- J. Grout tile joints unless otherwise indicated. Grout product is designated on drawings .
- K. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.

## 3.04 INSTALLATION - WALL TILE

A. Over cementitious backer units install in accordance with TCNA (HB) Method W223, organic adhesive.

## 3.05 CLEANING

A. Clean tile and grout surfaces.

## 3.06 PROTECTION

A. Do not permit traffic over finished floor surface for 4 days after installation.

## 3.07 SCHEDULE

A. See Drawings for Schedule.

## **END OF SECTION 09 3000**

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# SECTION 09 6500 RESILIENT FLOORING

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Resilient tile flooring.
- B. Resilient base.
- C. Resilient stair accessories.
- D. Installation accessories.

#### 1.02 REFERENCE STANDARDS

- A. ASTM F1861 Standard Specification for Resilient Wall Base 2021.
- B. RFCI (RWP) Recommended Work Practices for Removal of Resilient Floor Coverings 2011.

## 1.03 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
- D. Verification Samples: Submit two samples, 4 x 4 inch in size illustrating color and pattern for each resilient flooring product specified.
- E. Concrete Testing Standard: Submit a copy of ASTM F710.
- F. Certification: Prior to installation of flooring, submit written certification by flooring manufacturer and adhesive manufacturer that condition of sub-floor is acceptable.

## 1.04 QUALITY ASSURANCE

A. Installer Qualifications: Company specializing in installing specified flooring with minimum three years documented experience.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

A. Protect roll materials from damage by storing on end.

#### 1.06 FIELD CONDITIONS

- A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
- B. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

## **PART 2 PRODUCTS**

#### 2.01 TILE FLOORING

- A. Vinyl Composition Tile: Homogeneous, with color extending throughout thickness.
  - Manufacturers:
    - a. Armstrong Flooring, Inc; Excelon SDT: www.armstrongflooring.com/#sle.
    - b. Johnsonite, a Tarkett Company: www.johnsonite.com/#sle.

## 2.02 RESILIENT BASE

- A. Resilient Base: ASTM F1861, Type TS rubber, vulcanized thermoset; top set Style B, Cove, and as follows:
  - 1. Manufacturers:
    - a. Burke Flooring; Commercial Wall Base TS: www.burkeflooring.com/#sle.
    - b. Johnsonite, a Tarkett Company: www.johnsonite.com/#sle.
    - c. Roppe Corp: www.roppe.com/#sle.
    - d. See Finish Schedule for Manufacturer and style.
  - 2. Height: 4" or as designated on drawings inch.
  - 3. Thickness: 0.125 inch.
  - 4. Finish: Satin.
  - 5. Length: Roll.
  - 6. Accessories: Premolded external corners and internal corners.

## 2.03 ACCESSORIES

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- B. Primers, Adhesives, and Seam Sealer: Waterproof; types recommended by flooring manufacturer.
- C. Filler for Coved Base: Plastic.
- D. Sealer and Wax: Types recommended by flooring manufacturer.

#### PART 3 EXECUTION

# 3.01 EXAMINATION

A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.

- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.
- C. Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for resilient flooring installation by testing for moisture and pH.

#### 3.02 PREPARATION

- A. Remove existing resilient flooring and flooring adhesives; follow the recommendations of RFCI (RWP).
- B. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
- C. Remove sub-floor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with sub-floor filler to achieve smooth, flat, hard surface.
- D. Prohibit traffic until filler is cured.
- E. Apply primer as required to prevent "bleed-through" or interference with adhesion by substances that cannot be removed.

#### 3.03 INSTALLATION

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install in accordance with manufacturer's instructions.
- C. Spread only enough adhesive to permit installation of materials before initial set.
- D. Fit joints tightly.
- E. Set flooring in place, press with heavy roller to attain full adhesion.
- F. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.
- G. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
- H. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

### 3.04 INSTALLATION - TILE FLOORING

A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless otherwise indicated in manufacturer's installation instructions.

### 3.05 RESILIENT BASE

## 3.06 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's instructions.

# 3.07 PROTECTION

A. Prohibit traffic on resilient flooring for 48 hours after installation.

# 3.08 SCHEDULE

A. See Finish Schedule on drawings

END OF SECTION 09 6500

# SECTION 09 6700 FLUID-APPLIED FLOORING

## (ALTERNATE NO. 3 BID)

#### PART 1 GENERAL

## 1.01 SECTION INCLUDES

A. Fluid-applied flooring and base.

### 1.02 SUBMITTALS

- A. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns and colors available.
- B. Samples: Submit two samples, 6 by 6 inch in size illustrating color and pattern for each floor material for each color specified.
- C. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention, and application rate for each coat.
- D. Maintenance Data: Include maintenance procedures, recommended maintenance materials, procedures for stain removal, repairing surface, and suggested schedule for cleaning.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. Extra Top Coat Materials: 2 gallons.

## 1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section.
  - 1. Minimum three years of experience.

## 1.04 MOCK-UP

- A. Construct mock-up(s) of fluid applied flooring to serve as basis for evaluation of texture and workmanship.
  - 1. Number of Mock-Ups to be Prepared: One.
  - 2. Use same materials and methods for use in the work.
  - 3. Locate where directed.
  - 4. Minimum Size: 48 inches by 48 inches.
- B. Obtain approval of mock-up by Architect before proceeding with work.

## 1.05 DELIVERY, STORAGE, AND HANDLING

A. Store resin materials in a dry, secure area.

#### 1.06 FIELD CONDITIONS

- A. Maintain minimum temperature in storage area of 55 degrees F.
- B. Store materials in area of installation for minimum period of 24 hours prior to installation.
- C. Maintain ambient temperature required by manufacturer 72 hours prior to, during, and 24 hours after installation of materials.

## **PART 2 PRODUCTS**

## 2.01 MANUFACTURERS

- A. Fluid-Applied Flooring:
  - 1. Basis of Design: Desco Coatings; Desco Quartz Cremona-DB; www.descocoatings.com
  - 2. Elite Crete Systems: www.elitecrete.com/#sle.
  - 3. Dur-A-Flex: www.dur-a-flex.com
  - Substitutions: See Division 1.

## 2.02 FLUID-APPLIED FLOORING SYSTEMS

- A. Fluid-Applied Flooring: Epoxy base coat(s), with broadcast aggregate.
  - 1. Aggregate: Quartz granules.
  - 2. Top Coat: Polyurethane.
  - 3. System Thickness: 1/8 inch, nominal, dry film thickness (DFT).
  - 4. Texture: Slip resistant.
  - 5. Sheen: Matte.
  - 6. Color: As selected by Architect.

## 2.03 ACCESSORIES

- A. Base Caps: Extruded mill finished aluminum with projecting base of 1/8 inch; color as selected.
- B. Cant Strips: Molded of flooring resin material.
- C. Subfloor Filler: Type recommended by fluid-applied flooring manufacturer.
- D. Primer: Type recommended by fluid-applied flooring manufacturer.

## PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that subfloor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive flooring.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive flooring.
- C. Verify that subfloor surfaces are dust-free and free of substances that could impair bonding of materials to subfloor surfaces.
- D. Cementitious Subfloor Surfaces: Verify that substrates are ready for fluid-applied flooring installation by testing for moisture and alkalinity (pH).
  - 1. Obtain instructions if test results are not within limits recommended by fluid-applied flooring manufacturer.
- E. Verify that required floor-mounted utilities are in correct location.

## 3.02 PREPARATION

- A. Remove subfloor ridges and bumps. Fill low spots, cracks, joints, holes, and other defects with subfloor filler.
- B. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Grind irregularities above the surface level. Prohibit traffic until filler is cured.
- C. Vacuum clean substrate.
- D. Apply primer to surfaces required by flooring manufacturer.

## 3.03 INSTALLATION - ACCESSORIES

- A. Install cant strips at base of walls where flooring is to be extended up wall as base.
- B. Install terminating cap strip at top of base; attach securely to wall substrate.

## 3.04 INSTALLATION - FLOORING

- A. Apply in accordance with manufacturer's instructions.
- B. Apply each coat to minimum thickness required by manufacturer.
- C. Finish to smooth level surface.
- D. Cove at vertical surfaces.

## 3.05 PROTECTION

A. Prohibit traffic on floor finish for 48 hours after installation.

B. Barricade area to protect flooring until fully cured.

END OF SECTION 09 6700

# SECTION 09 9000 PAINTS AND COATINGS

#### PART 1 GENERAL

# 1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
  - 1. Hollow Metal Doors and Frames.
  - 2. Gypsum Board.
  - 3. Mechanical and Electrical:
    - a. In finished areas, paint all insulated and exposed pipes, unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Stainless steel, anodized aluminum, bronze, terne, and lead items.
  - 6. Floors, unless specifically so indicated.
  - 7. Ceramic and other tiles.
  - 8. Precast Concrete, architectural concrete, cast stone, exterior concrete block veneer.
  - 9. Glass.
  - 10. Concrete masonry in utility, mechanical, and electrical spaces.
  - 11. Acoustical materials, unless specifically so indicated.
  - 12. Concealed pipes, ducts, and conduits.

# 1.02 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency current edition.

# 1.03 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.
- D. Certification: By manufacturer that all paints and coatings comply with VOC limits specified.
- E. Certification: By manufacturer that all paints and coatings do not contain any of the prohibited chemicals specified; GreenSeal GS-11 certification is not required but if provided shall constitute acceptable certification.
- F. Manufacturer's Instructions: Indicate special surface preparation procedures.
- G. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.
- H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Division 1 for additional provisions.
  - 2. Extra Paint and Coatings: 1 gallon of each color; store where directed.
  - 3. Label each container with color in addition to the manufacturer's label.

# 1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 3 years experience.

# 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

## 1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- E. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- F. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

#### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
  - 1. Behr Process Corporation: www.behr.com/#sle.
  - 2. PPG Paints: www.ppgpaints.com/#sle.
  - 3. Basis of Design: Sherwin-Williams Company: www.sherwin-williams.com/#sle.
- C. Primer Sealers: Same manufacturer as top coats.
- D. Block Fillers: Same manufacturer as top coats.
- E. Substitutions: See Division 1.

#### 2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  - Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

- 3. Supply each coating material in quantity required to complete entire project's work from a single production run.
- 4. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
  - 1. Provide coatings that comply with the most stringent requirements specified in the following:
    - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
  - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Flammability: Comply with applicable code for surface burning characteristics.
- E. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- F. Colors: To be selected from manufacturer's full range of available colors.
  - 1. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
  - 2. Extend colors to surface edges; colors may change at any edge as directed by Architect.
  - 3. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling they are mounted on/under.

#### 2.03 PAINT SYSTEMS - INTERIOR

- A. Basis of Design Products are listed below. Products from other listed manufacturers in this section are acceptable. See Division 1 for substitution requirements.
- B. Paint I-OP All Interior Surfaces Indicated to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete, and concrete masonry.
  - 1. Two top coats and one coat primer.
  - 2. Satin: MPI gloss level 4; use this sheen at all locations.
  - 3. Top Coat Product(s):
    - a. Sherwin-Williams ProMar 200 Zero VOC Interior Latex. (MPI #43, 44, 52, 54, 144)
  - 4. Primer(s): As recommended by manufacturer of top coats.
  - 5. Block Filler: As recommended by manufacturer of top coats for concrete masonry walls.

Paints and Coatings

- C. Paint I-OP-MD-DT Medium Duty Door/Trim and miscellanous steel: For surfaces subject to frequent contact by occupants, including metals:
  - 1. Two top coats and one coat primer.
  - 2. Semi-Gloss: MPI gloss level 5; use this sheen at all locations.
  - 3. Top Coat Product(s):
    - a. Sherwin-Williams ProMar 200 Waterbased Acrylic-Alkyd.
  - 4. Primer(s): As recommended by manufacturer of top coats.

# 2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Do not begin application of coatings until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.
- F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Gypsum Wallboard: 12 percent.
  - 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.

# 3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing coatings that exhibit surface defects.

- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- H. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- Aluminum Surfaces to be Painted: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- J. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- K. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-PC 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- L. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- M. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- N. Metal Doors and Frames to be Painted: Prime metal door top and bottom edge surfaces.

# 3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's instructions.
- C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance.
- F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.

- G. Sand wood and metal surfaces lightly between coats to achieve required finish.
- H. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- I. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

# 3.04 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

# 3.05 PROTECTION

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

# **END OF SECTION 09 9000**

# SECTION 10 1400 SIGNAGE

#### PART 1 GENERAL

# 1.01 SECTION INCLUDES

A. Room and door signs.

## 1.02 REFERENCE STANDARDS

- A. ADA Standards Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.
- B. ICC A117.1 Accessible and Usable Buildings and Facilities 2017.

#### 1.03 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.
- C. Selection Samples: Where colors are not specified, submit two sets of color selection charts or chips.

# 1.04 DELIVERY, STORAGE, AND HANDLING

A. Package signs as required to prevent damage before installation.

# **PART 2 PRODUCTS**

# 2.01 MANUFACTURERS

- A. Flat Signs:
  - 1. Best Sign Systems, Inc: www.bestsigns.com/#sle.
  - 2. Mohawk Sign Systems, Inc: www.mohawksign.com/#sle.
  - 3. Seton Identification Products: www.seton.com/aec/#sle.
  - 4. Substitutions: See Division 1.

# 2.02 SIGNAGE APPLICATIONS

- A. Accessibility Compliance: Signs are required to comply with ADA Standards and ICC A117.1, unless otherwise indicated; in the event of conflicting requirements, comply with the most comprehensive and specific requirements.
- B. Room and Door Signs: Provide a sign for every doorway, whether it has a door or not, not including corridors, lobbies, and similar open areas.
  - 1. Sign Type: Flat signs with injection molded panel media as specified.
  - 2. Provide "tactile" signage, with letters raised minimum 1/32 inch and Grade II braille.

Latrine Renovation 10 1400 -1 Columbia Readiness Center Signage

- 3. Character Height: 5/8" minimum to 2" maximum.
- 4. Sign Height: 8 inches, unless otherwise indicated.
- 5. Service Rooms: Identify with room names as indicated on drawings...
- 6. Rest Rooms: Identify with pictograms, the names "MEN" and "WOMEN", and braille.

# 2.03 SIGN TYPES

- A. Flat Signs: Signage media without frame.
  - 1. Edges: Square.
  - 2. Corners: Square.
  - 3. Wall Mounting of One-Sided Signs: Concealed or exposed screws.
- B. Color and Font: Unless otherwise indicated:
  - 1. Character Font: Helvetica, Arial, or other sans serif font.
  - 2. Character Case: Upper case only.
  - 3. Background Color: Black.
  - 4. Character Color: Contrasting color.

#### 2.04 TACTILE SIGNAGE MEDIA

- A. Injection Molded Panels: One-piece acrylic plastic, with raised letters and braille.
  - 1. Total Thickness: 1/8 inch.

# 2.05 ACCESSORIES

- A. Concealed Screws: Stainless steel, galvanized steel, chrome plated, or other non-corroding metal.
- B. Exposed Screws: Stainless steel.

#### PART 3 EXECUTION

# 3.01 EXAMINATION

A. Verify that substrate surfaces are ready to receive work.

# 3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install neatly, with horizontal edges level.
- C. Locate signs and mount at heights indicated on drawings and in accordance with ADA Standards and ICC A117.1.

Latrine Renovation 10 1400 -2 Columbia Readiness Center Signage

D. Protect from damage until Date of Substantial Completion; repair or replace damaged items.

END OF SECTION 10 1400

# SECTION 10 2113.13 METAL TOILET COMPARTMENTS

# PART 1 GENERAL

# 1.01 SECTION INCLUDES

- A. Metal toilet compartments.
- B. Urinal screens.

# 1.02 REFERENCE STANDARDS

A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.

# 1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate the work with placement of support framing and anchors in walls and ceilings.

# 1.04 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Shop Drawings: Indicate partition plan, elevation views, dimensions, details of wall, floor, and ceiling supports, door swings.
- C. Product Data: Provide data on panel construction, hardware, and accessories.
- D. Samples: Submit two samples of partition panels, 6 x 6 inch in size illustrating panel finish, color, and sheen.
- E. Manufacturer's Installation Instructions: Indicate special procedures.

# PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Metal Toilet Compartments:
  - 1. All American Metal Corp AAMCO: www.allamericanmetal.com/#sle.
  - 2. ASI Global Partitions: www.asi-globalpartitions.com/#sle.
  - 3. General Partitions Mfg. Corp: www.generalpartitions.com/#sle.
  - 4. Metpar Corp: www.metpar.com/#sle.
  - 5. Substitutions: See Division 1.

# 2.02 MATERIALS

A. Steel Sheet: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G90/Z275 coating.

# 2.03 COMPONENTS

- A. Toilet Compartments: Powder coated steel, floor-mounted unbraced.
- B. Doors, Panels, and Pilasters: Sheet steel faces, pressure bonded to sound deadening core, formed and closed edges; corners made with corner clips or mitered, welded, and ground smooth.
  - 1. Internal Reinforcement: Provide in areas of attached hardware and fittings. Mark locations of reinforcement for partition mounted washroom accessories.
- C. Door and Panel Dimensions:
  - 1. Thickness: 1 inch.
  - 2. Door Width: 24 inch.
  - 3. Door Width for Handicapped Use: 36 inch, out-swinging.
  - 4. Height: 58 inch.
- D. Pilasters: 1-1/4 inch thick, of sizes required to suit compartment width and spacing.
- E. Urinal Screen Splash Panels: Stainless steel sheet 30 inch wide by 42 inch high mounted on partitions adjacent to urinals. Fasten with stainless steel screws spaced 8 inches on center.

#### 2.04 ACCESSORIES

- A. Pilaster Shoes: Formed chromed steel with polished finish, 3 inch high, concealing floor fastenings.
  - Provide adjustment for floor variations with screw jack through steel saddles integral with pilaster.
- B. Head Rails: Hollow chrome-plated steel tube, 1 by 1-5/8 inch size, with anti-grip strips and cast socket wall brackets.
- C. Brackets: Polished chrome-plated non-ferrous cast metal.
- D. Attachments, Screws, and Bolts: Stainless steel, tamper proof type.
  - 1. For attaching panels and pilasters to brackets: Through-bolts and nuts; tamper proof.
- E. Hardware: Polished chrome plated non-ferrous cast metal:
  - 1. Pivot hinges, gravity type, adjustable for door close positioning; two per door.
  - 2. Nylon bearings.
  - 3. Thumb turn or sliding door latch with exterior emergency access feature.
  - 4. Door strike and keeper with rubber bumper; mounted on pilaster in alignment with door latch.
  - 5. Coat hook with rubber bumper; one per compartment, mounted on door.
  - 6. Provide door pull for outswinging doors.

# 2.05 FINISHING

- A. Powder Coated Steel Compartments: Clean, degrease, and neutralize. Follow immediately with a phosphatizing treatment, prime coat and two finish coats powder coat enamel.
- B. Color: Single color as selected.

# PART 3 EXECUTION

## 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that field measurements are as indicated.
- C. Verify correct spacing of and between plumbing fixtures.

#### 3.02 INSTALLATION

- A. Install partitions secure, rigid, plumb, and level in accordance with manufacturer's instructions.
- B. Maintain 3/8 to 1/2 inch space between wall and panels and between wall and end pilasters.
- C. Attach panel brackets securely to walls using anchor devices.
- D. Attach panels and pilasters to brackets. Locate head rail joints at pilaster center lines.
- E. Field touch-up of scratches or damaged enamel finish will not be permitted. Replace damaged or scratched materials with new materials.

# 3.03 TOLERANCES

- A. Maximum Variation From True Position: 1/4 inch.
- B. Maximum Variation From Plumb: 1/8 inch.

#### 3.04 ADJUSTING

- A. Adjust and align hardware to uniform clearance at vertical edge of doors, not exceeding 3/16 inch.
- B. Adjust hinges to position doors in partial opening position when unlatched. Return out swinging doors to closed position.
- C. Adjust adjacent components for consistency of line or plane.

# **END OF SECTION 10 2113.13**

# SECTION 10 2113.19 PLASTIC TOILET COMPARTMENTS

# (ALTERNATE NO. 2 BID)

#### PART 1 GENERAL

# 1.01 SECTION INCLUDES

- A. Solid plastic toilet compartments.
- B. Urinal and vestibule screens.
- C. Benches

# 1.02 ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate the work with placement of support framing and anchors in walls and ceilings.

#### 1.03 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. See Division One for submittal procedures.
- C. Product Data: Provide data on panel construction, hardware, and accessories.
- D. Shop Drawings: Indicate partition plan, elevation views, dimensions, details of wall supports, door swings.
- E. Manufacturer's Installation Instructions: Indicate special procedures.

# **PART 2 PRODUCTS**

# 2.01 MANUFACTURERS

- A. Solid Plastic Toilet Compartments:
  - 1. Scranton Products; Hiny Hiders Partitions: www.scrantonproducts.com/#sle.
  - 2. ASI Global Partitions; Solid Plastic HDPE: www.globalpartitions.com.
  - 3. General Partitions; HDPE Partitions: www.generalpartitions.com.
  - 4. Substitutions: See Division 1.

# 2.02 PLASTIC TOILET COMPARTMENTS

- A. Solid Plastic Toilet Compartments: Factory fabricated doors, pilasters, and divider panels made of solid molded high density polyethylene (HDPE), tested in accordance with NFPA 286; floor-mounted unbraced.
  - 1. Color: Selected from manufacturer's full range of standard colors..
  - 2. Doors:

- a. Thickness: 1 inch.
- b. Width: 24 inch.
- c. Width for Handicapped Use: 36 inch.
- d. Height: 58 inch.

#### 3. Panels:

- a. Thickness: 1 inch.
- b. Height: 58 inch.
- c. Depth: As indicated on drawings.
- 4. Pilasters:
  - a. Thickness: 1 inch.
  - b. Width: As required to fit space; minimum 3 inch.
- 5. Screens: Without doors; to match compartments; mounted to wall with two panel brackets.

#### B. Solid Plastic Benches:

- 1. Bench tops shall be 1-1/4inches thick with all edges rounded to a 1/4 inch (6 mm) radius. Standard bench top size is 24 inches (241 mm) wide by length not to exceed 42 inches (2438 mm) for one single piece.
- 2. Aluminum pedestals shall be 16 inches (406 mm) high, and secured to bench tops with stainless steel tamper resistant Torxhead screws and secured to the floor using lead expansion shields with 2 inches (51 mm) stainless steel Phillips head machine bolts. Provide 4 pedestals ber bench.

# 2.03 ACCESSORIES

- A. Pilaster Shoes: Plastic, to match compartments, 3 inches high; concealing floor fastenings.
  - 1. Provide adjustment for floor variations with screw jack through steel saddles integral with pilaster.
- B. Head Rails: Extruded aluminum, anti-grip profile.
  - 1. Size: Manufacturer's standard size.
- C. Wall and Pilaster Brackets: Stainless steel; manufacturer's standard type for conditions indicated on drawings.
- D. Attachments, Screws, and Bolts: Stainless steel, tamper proof type.
  - 1. For attaching panels and pilasters to brackets: Through-bolts and nuts; tamper proof.
- E. Hinges: Stainless steel, manufacturer's standard finish.
  - 1. Pivot hinges, gravity type, adjustable for door close positioning; two per door.

- F. Door Hardware: Stainless steel, manufacturer's standard finish.
  - 1. Door Latch: Slide type with exterior emergency access feature.
  - 2. Door Strike and Keeper with Rubber Bumper: Mount on pilaster in alignment with door latch.
  - 3. Provide door pull for outswinging doors.
- G. Coat Hook with Rubber Bumper: One per compartment, mounted on door.

# PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that field measurements are as indicated on shop drawings.
- B. Verify correct spacing of and between plumbing fixtures.
- C. Verify correct location of built-in framing, anchorage, and bracing.

#### 3.02 INSTALLATION

- A. Install partitions secure, rigid, plumb, and level in accordance with manufacturer's instructions.
- B. Maintain 3/8 inch to 1/2 inch space between wall and panels and between wall and end pilasters.
- C. Attach panel brackets securely to walls using anchor devices.
- D. Attach panels and pilasters to brackets.
- E. Field touch-up of scratches or damaged finish will not be permitted. Replace damaged or scratched materials with new materials.

# 3.03 TOLERANCES

- A. Maximum Variation From True Position: 1/4 inch.
- B. Maximum Variation From Plumb: 1/8 inch.

# 3.04 ADJUSTING

- A. Adjust and align hardware to uniform clearance at vertical edge of doors, not exceeding 3/16 inch.
- B. Adjust hinges to position doors in partial opening position when unlatched. Return out-swinging doors to closed position.
- C. Adjust adjacent components for consistency of line or plane.

# **END OF SECTION 10 2113.19**

# SECTION 10 2800 TOILET, BATH, AND LAUNDRY ACCESSORIES

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Accessories for toilet rooms and showers.
- B. Grab bars.

## 1.02 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Product Data: Provide data on accessories describing size, finish, details of function, attachment methods.
- C. Manufacturer's Installation Instructions: Indicate special procedures and conditions requiring special attention.

# **PART 2 PRODUCTS**

# 2.01 MANUFACTURERS

- A. Toilet Accessories: See Schedule on Drawings.
  - 1. A & J Washroom Accessories Inc: www.ajwashroom.com.
  - 2. American Specialties, Inc: www.americanspecialties.com.
  - 3. Bradley Corporation: www.bradleycorp.com.
  - 4. Basis of Design: Bobrick www.bobrick.com.
  - 5. Substitutions: See Division 1.
- B. All items of each type to be made by the same manufacturer.

#### PART 3 EXECUTION

# 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify exact location of accessories for installation.
- C. Verify that field measurements are as indicated on product data.

# 3.02 PREPARATION

- A. Deliver inserts and rough-in frames to site for timely installation.
- B. Provide templates and rough-in measurements as required.

# 3.03 INSTALLATION

- A. Install accessories in accordance with manufacturers' instructions.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting Heights and Locations: As required by accessibility regulations and as indicated on drawings

# 3.04 SCHEDULE

A. See Drawings for Schedule.

# **END OF SECTION 10 2800**

# SECTION 12 3600 COUNTERTOPS

#### PART 1 GENERAL

# 1.01 SECTION INCLUDES

A. Wall-hung counters.

## 1.02 REFERENCE STANDARDS

- A. ANSI Z124.3 American National Standard for Plastic Lavatories; 2005.
- B. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials 2021a.
- C. IAPMO Z124 Plastic Plumbing Fixtures 2017, with Errata.
- D. MIA (DSDM) Dimensional Stone Design Manual, Version VIII 2016.
- E. PS 1 Structural Plywood 2009 (Revised 2019).

#### 1.03 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Specimen warranty.
- C. Shop Drawings: Complete details of materials and installation; combine with shop drawings of cabinets and casework specified in other sections. Indicate all exposed seams and joints that will be exposed to view.
- D. Selection Samples: For each finish product specified, color chips representing manufacturer's full range of available colors and patterns.
- E. Verification Samples: For each finish product specified, minimum size 6 inches square, representing actual product, color, and patterns.
- F. Installation Instructions: Manufacturer's installation instructions and recommendations.
- G. Maintenance Data: Manufacturer's instructions and recommendations for maintenance and repair of countertop surfaces.

# 1.04 QUALITY ASSURANCE

A. Fabricator Qualifications: Same fabricator as for cabinets on which tops are to be installed.

# 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

# 1.06 FIELD CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

#### PART 2 PRODUCTS

#### 2.01 COUNTERTOP ASSEMBLIES

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Solid Surfacing Countertops: Solid surfacing sheet or plastic resin casting over continuous substrate.
  - 1. Flat Sheet Thickness: 3/4 inch, minimum.
  - Solid Surfacing Sheet and Plastic Resin Castings: Complying with ISSFA-2 and NEMA LD 3; acrylic or polyester resin, mineral filler, and pigments; homogenous, non-porous and capable of being worked and repaired using standard woodworking tools; no surface coating; color and pattern consistent throughout thickness.
    - a. Manufacturers:
      - 1) Dupont: www.corian.com/#sle.
      - 2) Formica Corporation; www.formica.com/#sle.
      - 3) Wilsonart: www.wilsonart.com/#sle.
    - b. Surface Burning Characteristics: Flame spread index of 25, maximum; smoke developed index of 450, maximum; when tested in accordance with ASTM E84.
    - Sinks and Bowls: Integral castings; minimum 3/4 inch wall thickness; comply with IAPMO Z124.
    - d. Color and Pattern: As selected by Architect from manufacturer's full line.
  - 3. Other Components Thickness: 1/2 inch, minimum.
  - 4. Back and End Splashes: Same sheet material, square top; minimum 4 inches high.
  - 5. Skirts: As indicated on drawings.
  - 6. Fabricate in accordance with manufacturer's standard requirements.

# 2.02 ACCESSORY MATERIALS

- A. Wood-Based Components:
  - 1. Wood fabricated from old growth timber is not permitted.
- B. Plywood for Supporting Substrate: PS 1 Exterior Grade, A-C veneer grade, minimum 5-ply; minimum 3/4 inch thick; join lengths using metal splines.
- C. Adhesives: Chemical resistant waterproof adhesive as recommended by manufacturer of materials being joined.
- D. Joint Sealant: Mildew-resistant silicone sealant, color as selected by Architect.
- E. Counter Top Support Brackets: Where countertops are unsupported by cabinets or walls, for a clear span of over 30 inches, install support brackets at 30 inches on center and at countertop ends.
  - 1. Basis of Design Product: A&M Hardware, Inc.: Concealed Bracket
    - a. Finish: Gray
  - 2. Other acceptable product manufacturer's:
    - a. Lyman Associates
    - b. CounterBalance
    - c. Substitutions: See Division 1.

## 2.03 FABRICATION

- A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.
  - 1. Join lengths of tops using best method recommended by manufacturer.
  - 2. Fabricate to overhang fronts and ends of cabinets 1 inch except where top butts against cabinet or wall.
  - 3. Prepare all cutouts accurately to size; replace tops having improperly dimensioned or unnecessary cutouts or fixture holes.
- B. Provide back/end splash wherever counter edge abuts vertical surface unless otherwise indicated.
  - 1. Secure to countertop with concealed fasteners and with contact surfaces set in waterproof glue.
  - 2. Height: 4 inches, unless otherwise indicated.
- C. Wall-Mounted Counters: Provide skirts, aprons, brackets, and braces as indicated on drawings and as required for support of unit, finished to match.

# PART 3 EXECUTION

# 3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Verify that wall surfaces have been finished and mechanical and electrical services and outlets are installed in proper locations.

# 3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

# 3.03 INSTALLATION

- A. Securely attach countertops to cabinets using concealed fasteners. Make flat surfaces level; shim where required.
- B. Seal joint between back/end splashes and vertical surfaces.
  - 1. Where indicated use rubber cove molding.
  - 2. Where applied cove molding is not indicated use specified sealant.

# 3.04 TOLERANCES

- A. Variation From Horizontal: 1/8 inch in 10 feet, maximum.
- B. Offset From Wall, Countertops: 1/8 inch maximum; 1/16 inch minimum.
- C. Field Joints: 1/8 inch wide, maximum.

# 3.05 CLEANING

A. Clean countertops surfaces thoroughly.

# 3.06 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

## **END OF SECTION 12 3600**

# SECTION 220529 HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

# PART 1 GENERAL

# 1.01 RELATED REQUIREMENTS

A. Section 033000 - Cast-in-Place Concrete: Concrete equipment pads.

# 1.02 ADMINISTRATIVE REQUIREMENTS

#### A. Coordination:

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

# B. Sequencing:

1. Do not install products on or provide attachment to concrete surfaces until concrete has fully cured in accordance with Section 033000.

# 1.03 QUALITY ASSURANCE

A. Comply with applicable building code.

#### PART 2 PRODUCTS

# 2.01 SUPPORT AND ATTACHMENT COMPONENTS

# A. General Requirements:

- 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of plumbing work.
- 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
- 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.
- 4. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
  - a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
  - b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

# B. Metal Channel (Strut) Framing Systems:

- 1. Manufacturers:
  - a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com/#sle.
  - b. Thomas & Betts Corporation: www.tnb.com/#sle.
  - c. Unistrut, a brand of Atkore International Inc: www.unistrut.com/#sle.
- 2. Comply with MFMA-4.
- C. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
  - . Minimum Size, Unless Otherwise Indicated or Required:
    - a. Equipment Supports: 1/2 inch (13 mm) diameter.
    - b. Piping up to 1 inch (27 mm) nominal: 1/4 inch (6 mm) diameter.
    - c. Piping larger than 1 inch (27 mm) nominal: 3/8 inch (10 mm) diameter.

D. Dielectric Barriers: Provide between metallic supports and metallic piping and associated items of dissimilar type; acceptable dielectric barriers include rubber or plastic sheets or coatings attached securely to pipe or item.

# E. Anchors and Fasteners:

- 1. Manufacturers Mechanical Anchors:
  - a. Hilti, Inc: www.us.hilti.com/#sle.
  - b. ITW Red Head, a division of Illinois Tool Works, Inc: www.itwredhead.com/#sle.
  - c. Powers Fasteners, Inc: www.powers.com/#sle.
  - d. Simpson Strong-Tie Company Inc: www.strongtie.com/#sle.
- 2. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
- 3. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
- 4. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
- 5. Hollow Masonry: Use toggle bolts.
- 6. Hollow Stud Walls: Use toggle bolts.
- 7. Steel: Use beam clamps, machine bolts, or welded threaded studs.
- 8. Sheet Metal: Use sheet metal screws.
- 9. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
  - a. Comply with MFMA-4.
  - b. Channel Material: Use galvanized steel.
  - c. Manufacturer: Same as manufacturer of metal channel (strut) framing system.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

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

# 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Provide independent support from building structure. Do not provide support from piping, ductwork, conduit, or other systems.
- C. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- D. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- E. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- F. Equipment Support and Attachment:
  - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
  - 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  - 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- G. Preset Concrete Inserts: Use manufacturer-provided closure strips to inhibit concrete seepage during concrete pour.
- I. Secure fasteners according to manufacturer's recommended torque settings.

# **END OF SECTION 220529**

# SECTION 220553 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

# PART 1 GENERAL

# 1.01 SECTION INCLUDES

- A. Tags.
- B. Pipe markers.

#### PART 2 PRODUCTS

## 2.01 IDENTIFICATION APPLICATIONS

A. Piping: Pipe markers.

# 2.02 TAGS

#### A. Manufacturers:

- 1. Advanced Graphic Engraving: www.advancedgraphicengraving.com/#sle.
- 2. Brady Corporation: www.bradycorp.com/#sle.
- 3. Brimar Industries, Inc: www.pipemarker.com/#sle.
- 4. Craftmark Pipe Markers: www.craftmarkid.com/#sle.
- 5. Kolbi Pipe Marker Co: www.kolbipipemarkers.com/#sle.
- 6. Seton Identification Products: www.seton.com/#sle.

#### 2.03 PIPE MARKERS

#### A. Manufacturers:

- 1. Brady Corporation: www.bradycorp.com/#sle.
- 2. Brimar Industries, Inc: www.pipemarker.com/#sle.
- 3. Craftmark Pipe Markers: www.craftmarkid.com/#sle.
- 4. Kolbi Pipe Marker Co: www.kolbipipemarkers.com/#sle.
- 5. MIFAB, Inc: www.mifab.com/#sle.

# PART 3 EXECUTION

#### 3.01 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

#### 3.02 INSTALLATION

- A. Install tags with corrosion resistant chain.
- B. Install plastic pipe markers in accordance with manufacturer's instructions.

# **END OF SECTION 220553**

# SECTION 220719 PLUMBING PIPING INSULATION

# A. PART 1 GENERAL

#### I. SECTION INCLUDES

- 1. Piping insulation.
- 2. Jackets and accessories.

# II. REFERENCE STANDARDS

- ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2014.
- ASTM B209M Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric) 2014.
- 3. ASTM C534/C534M Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form 2020a.
- 4. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials 2018b.
- UL 723 Standard for Test for Surface Burning Characteristics of Building Materials Current Edition, Including All Revisions.

# III. FIELD CONDITIONS

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

## **B. PART 2 PRODUCTS**

# I. REGULATORY REQUIREMENTS

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

## II. FLEXIBLE ELASTOMERIC CELLULAR INSULATION

- 1. Manufacturer:
  - a. Aeroflex USA, Inc: www.aeroflexusa.com/#sle.
  - b. Armacell LLC; AP Armaflex: www.armacell.us/#sle.
  - c. K-Flex USA LLC; Insul-Tube: www.kflexusa.com/#sle.
- 2. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 1; use molded tubular material wherever possible.
  - a. Minimum Service Temperature: Minus 40 degrees F (Minus 40 degrees C).
  - b. Maximum Service Temperature: 220 degrees F (104 degrees C).
  - c. Connection: Waterproof vapor barrier adhesive.

## III. JACKETS

- 1. Aluminum Jacket: ASTM B209 (ASTM B209M) formed aluminum sheet.
  - a. Thickness: 0.016 inch (0.40 mm) sheet.
  - b. Finish: Smooth.
  - c. Joining: Longitudinal slip joints and 2 inch (50 mm) laps.
  - d. Fittings: 0.016 inch (0.4 mm) thick die shaped fitting covers with factory attached protective liner.

## C. PART 3 EXECUTION

#### I. EXAMINATION

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

# II. INSTALLATION

1. Install in accordance with manufacturer's instructions.

# III. SCHEDULES

- 1. Plumbing Systems:
  - a. Domestic Hot Water & Recirc Supply:
    - i. Cellular Foam Insulation:
      - 1. Thickness: 3/4".
  - b. Domestic Cold Water:
    - i. Cellular Foam Insulation:
- 1. Thickness: 3/4".

# **END OF SECTION 220719**

# SECTION 221005 PLUMBING PIPING

# PART 1 GENERAL

# 1.01 SECTION INCLUDES

- A. Pipe, pipe fittings, specialties, and connections for piping systems.
  - 1. Sanitary sewer.
  - 2. Domestic water.
  - 3. Pipe hangers and supports.

# 1.02 RELATED REQUIREMENTS

- A. Section 220553 Identification for Plumbing Piping and Equipment.
- B. Section 220719 Plumbing Piping Insulation.

#### 1.03 REFERENCE STANDARDS

- A. ASME B16.18 Cast Copper Alloy Solder Joint Pressure Fittings 2021.
- B. ASME B16.22 Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings 2021.
- C. ASME B16.26 Cast Copper Alloy Fittings for Flared Copper Tubes 2018.
- D. ASME B31.9 Building Services Piping 2020.
- E. ASTM B32 Standard Specification for Solder Metal 2020.
- F. ASTM B42 Standard Specification for Seamless Copper Pipe, Standard Sizes 2020.
- G. ASTM B88 Standard Specification for Seamless Copper Water Tube 2020.
- H. ASTM B88M Standard Specification for Seamless Copper Water Tube (Metric) 2020.
- ASTM B813 Standard Specification for Liquid and Paste Fluxes for Soldering of Copper and Copper Alloy Tube 2016.
- J. ASTM B828 Standard Practice for Making Capillary Joints by Soldering of Copper and Copper Alloy Tube and Fittings 2016.
- K. ASTM D2564 Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems 2020.
- L. ASTM D2665 Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings 2020.
- M. ASTM D2855 Standard Practice for the Two-Step (Primer and Solvent Cement) Method of Joining Poly (Vinyl Chloride) (PVC) or Chlorinated Poly (Vinyl Chloride) (CPVC) Pipe and Piping Components with Tapered Sockets 2020.
- N. ASTM D3034 Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings 2021.
- O. MSS SP-58 Pipe Hangers and Supports Materials, Design, Manufacture, Selection, Application, and Installation 2018.
- P. MSS SP-110 Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends 2010, with Errata.
- Q. NSF 61 Drinking Water System Components Health Effects 2021.
- R. NSF 372 Drinking Water System Components Lead Content 2022.

# 1.04 QUALITY ASSURANCE

- A. Perform work in accordance with applicable codes.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.

# 1.05 DELIVERY, STORAGE, AND HANDLING

A. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

# 1.06 FIELD CONDITIONS

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

# **PART 2 PRODUCTS**

# 2.01 GENERAL REQUIREMENTS

A. Potable Water Supply Systems: Provide piping, pipe fittings, and solder and flux (if used), that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

# 2.02 SANITARY SEWER PIPING, BURIED WITHIN 5 FEET (1500 MM) OF BUILDING

- A. PVC Pipe: ASTM D2665 or ASTM D3034.
  - Fittings: PVC.
  - 2. Joints: Solvent welded, with ASTM D2564 solvent cement.

## 2.03 SANITARY SEWER PIPING, ABOVE GRADE

- A. PVC Pipe: ASTM D2665.
  - 1. Fittings: PVC.
  - 2. Joints: Solvent welded, with ASTM D2564 solvent cement.

# 2.04 DOMESTIC WATER PIPING, BURIED BEYOND 5 FEET (1500 MM) OF BUILDING

- A. Copper Pipe: ASTM B42, annealed.
  - 1. Fittings: ASME B16.26, cast bronze.
  - 2. Joints: Flared.

# 2.05 DOMESTIC WATER PIPING, BURIED WITHIN 5 FEET (1500 MM) OF BUILDING

- A. Copper Pipe: ASTM B42, annealed.
  - 1. Fittings: ASME B16.26, cast bronze.
  - 2. Joints: Flared.

# 2.06 DOMESTIC WATER PIPING, ABOVE GRADE

- A. Copper Tube: ASTM B88 (ASTM B88M), Type L (B), Drawn (H).
  - 1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
  - 2. Joints: ASTM B32, alloy Sn95 solder.

# 2.07 PIPE HANGERS AND SUPPORTS

- A. Provide hangers and supports that comply with MSS SP-58.
  - 1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
  - 2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
  - 3. Trapeze Hangers: Welded steel channel frames attached to structure.
  - 4. Vertical Pipe Support: Steel riser clamp.
  - 5. Floor Supports: Concrete pier or steel pedestal with floor flange; fixture attachment.
- B. Plumbing Piping Drain, Waste, and Vent:
  - 1. Hangers for Pipe Sizes 1/2 Inch (15 mm) to 1-1/2 Inches (40 mm): Carbon steel, adjustable swivel, split ring.
  - 2. Hangers for Pipe Sizes 2 Inches (50 mm) and Over: Carbon steel, adjustable, clevis.
  - 3. Wall Support for Pipe Sizes 4 Inches (100 mm) and Over: Welded steel bracket and wrought steel clamp.
  - 4. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
- C. Plumbing Piping Water:
  - 1. Hangers for Pipe Sizes 1/2 Inch (15 mm) to 1-1/2 Inches (40 mm): Carbon steel, adjustable swivel, split ring.

Latrine Renovation 221005-2
Columbia Readiness Center Plumbing Piping

# 2.08 BALL VALVES

- A. Manufacturers:
  - 1. Apollo Valves: www.apollovalves.com/#sle.
  - 2. Grinnell Products: www.grinnell.com/#sle.
  - 3. Nibco, Inc: www.nibco.com/#sle.
  - 4. Uponor, Inc: www.uponorengineering.com/#sle.
  - 5. Viega LLC: www.viega.us/#sle.
- B. Construction, 4 Inches (100 mm) and Smaller: MSS SP-110, Class 150, 400 psi (2760 kPa) CWP, bronze or ductile iron body, 304 stainless steel or chrome plated brass ball, regular port, teflon seats and stuffing box ring, blow-out proof stem, lever handle with balancing stops, threaded or grooved ends with union.

# PART 3 EXECUTION

# 3.01 EXAMINATION

A. Verify that excavations are to required grade, dry, and not over-excavated.

#### 3.02 PREPARATION

- A. Ream pipe and tube ends. Remove burrs.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

# 3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- D. Install piping to maintain headroom, conserve space, and not interfere with use of space.
- E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment. Refer to Section 220516.
- F. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.
- G. Copper Pipe and Tube: Make soldered joints in accordance with ASTM B828, using specified solder, and flux meeting ASTM B813; in potable water systems use flux also complying with NSF 61 and NSF 372.
- H. PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855.
- I. Pipe Hangers and Supports:
  - 1. Install in accordance with ASME B31.9.

## 3.04 APPLICATION

## 3.05 SERVICE CONNECTIONS

A. Provide new sanitary sewer services. Before commencing work check invert elevations required for sewer connections, confirm inverts and ensure that these can be properly connected with slope for drainage and cover to avoid freezing.

# **END OF SECTION 221005**

Latrine Renovation 221005-3
Columbia Readiness Center Plumbing Piping

# SECTION 224000 PLUMBING FIXTURES

# PART 1 GENERAL

#### 1.01 REFERENCE STANDARDS

- A. ADA Standards Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.
- B. ASME A112.18.1 Plumbing Supply Fittings 2018, with Errata.
- C. ASME A112.18.9 Protectors/Insulators for Exposed Waste and Supplies on Accessible Fixtures 2011 (Reaffirmed 2017).
- D. ASME A112.19.2 Ceramic Plumbing Fixtures 2018.
- E. ICC A117.1 Accessible and Usable Buildings and Facilities 2017.
- F. NSF 61 Drinking Water System Components Health Effects 2020.
- G. NSF 372 Drinking Water System Components Lead Content 2016.

# 1.02 SUBMITTALS

- A. See Section 013000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide catalog illustrations of fixtures, sizes, utility sizes, trim, and finishes.

# 1.03 DELIVERY, STORAGE, AND HANDLING

A. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

#### PART 2 PRODUCTS

## 2.01 GENERAL REQUIREMENTS

A. Potable Water Systems: Provide plumbing fittings and faucets that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

# 2.02 REGULATORY REQUIREMENTS

A. Comply with applicable codes for installation of plumbing systems.

## 2.03 FLUSH VALVE WATER CLOSETS

- A. Water Closets: Vitreous china, ASME A112.19.2, floor mounted, siphon jet flush action, china bolt caps
  - 1. Flush Valve: Exposed (top spud).
  - 2. Flush Operation: Manual, oscillating handle.
  - 3. Handle Height: 44 inches (1117 mm) or less.
  - 4. Manufacturers:
    - a. American Standard, Inc: www.americanstandard-us.com/#sle.
    - b. Gerber Plumbing Fixtures LLC: www.gerberonline.com/#sle.
    - c. Kohler Company: www.kohler.com/#sle.
    - d. Zurn Industries, Inc: www.zurn.com/#sle.

#### B. Flush Valves:

- Manufacturers:
  - a. American Standard, Inc: www.americanstandard-us.com/#sle.
  - b. Sloan Valve Company: www.sloanvalve.com/#sle.
  - c. Zurn Industries, Inc: www.zurn.com/#sle.

# C. Toilet Seats:

- Manufacturers:
  - a. American Standard, Inc: www.americanstandard-us.com/#sle.
  - b. Bemis Manufacturing Company: www.bemismfg.com/#sle.
  - c. Church Seat Company: www.churchseats.com/#sle.
  - d. Olsonite: www.olsonite.com/#sle.

- e. Zurn Industries, Inc: www.zurn.com/#sle.
- 2. Plastic: Black finish, open front, extended back, self-sustaining hinge, brass bolts, with cover.

#### 2.04 WALL HUNG URINALS

- A. Manufacturers:
  - 1. American Standard, Inc: www.americanstandard-us.com/#sle.
  - 2. Gerber Plumbing Fixtures LLC: www.gerberonline.com/#sle.
  - 3. Kohler Company: www.kohler.com/#sle.
  - 4. Zurn Industries, Inc: www.zurn.com/#sle.
- B. Vitreous china, ASME A112.19.2, wall hung with side shields and concealed carrier.
  - 1. Flush Volume: 1.0 gallons (3.7 liters), maximum.
  - 2. Flush Valve: Exposed (top spud).
  - 3. Flush Operation: Manual, oscillating handle.
  - 4. Trapway Outlet: Integral.
- C. Flush Valves:
  - 1. Manufacturers:
    - a. American Standard, Inc: www.americanstandard-us.com/#sle.
    - b. Sloan Valve Company: www.sloanvalve.com/#sle.
    - c. Zurn Industries, Inc: www.zurn.com/#sle.
- D. Wall-Hung Urinal Carriers:
  - Manufacturers:
    - a. Jay R. Smith MFG. Co: www.jrsmith.com/#sle.
    - b. JOSAM Company: www.josam.com/#sle.
    - c. Zurn Industries, Inc: www.zurn.com/#sle.

#### 2.05 LAVATORIES

- A. Manufacturers:
  - 1. American Standard, Inc: www.americanstandard-us.com/#sle.
  - 2. Gerber Plumbing Fixtures LLC: www.gerberonline.com/#sle.
  - 3. Kohler Company;: www.kohler.com/#sle.
  - 4. Zurn Industries, Inc: www.zurn.com/#sle.
- B. Under-Mount Single Basin Bathroom Sink:
  - 1. Acrylic-polyester solid surface with standard integral front overflow; ADA compliant.
  - 2. Products:
    - a. Corian Design; https://www.corian.com/
    - b. Wilsonart Engineering Surfaces; https://www.wilsonart.com/
    - c. Gemstone Sinks; https://www.gemstonesinks.com/
- C. Supply Faucet Manufacturers:
  - 1. American Standard, Inc: www.americanstandard-us.com/#sle.
  - 2. Grohe America, Inc: www.grohe.com/us/#sle.
  - 3. Kohler Company: www.kohler.com/#sle.
  - 4. Zurn Industries, Inc: www.zurn.com/#sle.

## 2.06 UNDER-LAVATORY PIPE SUPPLY COVERS

- A. General:
  - 1. Insulate exposed drainage piping including hot, cold and tempered water supplies under lavatories or sinks per ADA Standards.
  - 2. Construction: 1/8 inch (3.2 mm) PVC with antimicrobial, antifungal and UV resistant properties.
    - a. Comply with ASME A112.18.9 for covers on accessible lavatory piping.
    - b. Comply with ICC A117.1.

# 2.07 SHOWERS

A. Manufacturers:

- 1. American Standard, Inc: www.americanstandard-us.com/#sle.
- 2. Kohler Company: www.kohler.com/#sle.
- 3. Moen Company

#### B. Shower Trim:

 Single Handle: ASME A112.18.1; lever-handle operated, pressure balanced mixing valve with integral service stops, bent shower arm with adjustable spray ball joint shower head with maximum flow, and escutcheon.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that walls and floor finishes are prepared and ready for installation of fixtures.
- B. Verify that electric power is available and of the correct characteristics.

#### 3.02 PREPARATION

A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

# 3.03 INSTALLATION

- A. Install each fixture with trap, easily removable for servicing and cleaning.
- B. Provide chrome plated rigid or flexible supplies to fixtures with screwdriver stops, reducers, and escutcheons.
- C. Install components level and plumb.

#### 3.04 ADJUSTING

A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

#### 3.05 CLEANING

A. Clean plumbing fixtures and equipment.

# 3.06 PROTECTION

- A. Protect installed products from damage due to subsequent construction operations.
- B. Do not permit use of fixtures by construction personnel.
- C. Repair or replace damaged products before Date of Substantial Completion.

# 3.07 SCHEDULES

- A. Fixture Rough-In
  - 1. Water Closet (Flush Valve Type):
    - a. Cold Water: 1 Inch (25 mm).
    - b. Waste: 4 Inch (100 mm).
  - 2. Urinal (Flush Valve Type):
    - a. Cold Water: 3/4 Inch (20 mm).
    - b. Waste: 2 Inch (50 mm).
  - 3. Lavatory:
    - a. Hot Water: 1/2 Inch (15 mm).
    - b. Waste: 1-1/2 Inch (40 mm).
    - c. Vent: 1-1/4 Inch (32 mm).
  - 4. Shower:
    - a. Hot Water: 1/2 Inch (15 mm).
    - b. Cold Water: 1/2 Inch (15 mm).
    - c. Waste: 2" Inch (40 mm).

#### **END OF SECTION 224000**

# SECTION 233100 HVAC DUCTS AND CASINGS

# PART 1 GENERAL

#### 1.01 SECTION INCLUDES

A. Metal ductwork.

#### 1.02 REFERENCE STANDARDS

- A. ASHRAE (FUND) ASHRAE Handbook Fundamentals Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- C. NFPA 90A Standard for the Installation of Air-Conditioning and Ventilating Systems 2021.
- D. SMACNA (DCS) HVAC Duct Construction Standards Metal and Flexible 2020.

#### 1.03 FIELD CONDITIONS

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

#### **PART 2 PRODUCTS**

#### 2.01 DUCT ASSEMBLIES

- A. Regulatory Requirements: Construct ductwork to comply with NFPA 90A standards.
- B. General Exhaust: 1 inch wg (250 Pa) pressure class, galvanized steel.

#### 2.02 MATERIALS

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

# 2.03 DUCTWORK FABRICATION

- A. Fabricate and support in accordance with SMACNA (DCS) and as indicated.
- B. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
- C. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA (DCS).

#### 2.04 MANUFACTURED DUCTWORK AND FITTINGS

- A. Round Ducts: Round lockseam duct with galvanized steel outer wall.
  - 1. Manufacture in accordance with SMACNA (DCS).

#### PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. Install, support, and seal ducts in accordance with SMACNA (DCS).
- B. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.
- C. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.

# **END OF SECTION 233100**

# SECTION 233416 CENTRIFUGAL HVAC FANS

# PART 1 GENERAL

# 1.01 SECTION INCLUDES

# 1.02 SUBMITTALS

- A. See Section 013000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on centrifugal fans and accessories including fan curves with specified operating point clearly plotted, power, RPM, sound power levels for both fan inlet and outlet at rated capacity, and electrical characteristics and connection requirements.

# 1.03 FIELD CONDITIONS

A. Permanent fans may not be used for ventilation during construction.

# **PART 2 PRODUCTS**

#### 2.01 MANUFACTURERS

- A. ACME Engineering and Manufacturing Corporation: www.acmefan.com/#sle.
- B. Carnes, a division of Carnes Company Inc; VIBK: www.carnes.com/#sle.
- C. Loren Cook Company: www.lorencook.com/#sle.
- D. PennBarry, Division of Air System Components: www.pennbarry.com/#sle.
- E. Twin City Fan & Blower: www.tcf.com/#sle.
- F. Soler & Palu

# PART 3 EXECUTION

# 3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide backdraft dampers on discharge of exhaust fans..

# **END OF SECTION 233416**

Latrine Renovation 233416-1
Columbia Readiness Center Centrifugal HVAC Fans

# SECTION 260519 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

# PART 1 GENERAL

# 1.01 SECTION INCLUDES

- A. Single conductor building wire.
- B. Metal-clad cable.
- C. Wiring connectors.
- D. Electrical tape.
- E. Oxide inhibiting compound.
- F. Wire pulling lubricant.
- G. Cable ties.

#### 1.02 REFERENCE STANDARDS

- A. ASTM B3 Standard Specification for Soft or Annealed Copper Wire 2013 (Reapproved 2018).
- B. ASTM B8 Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft 2011 (Reapproved 2017).
- C. ASTM B33 Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes 2010, with Editorial Revision (2020).
- D. ASTM B787/B787M Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation 2004 (Reapproved 2020).
- E. ASTM B800 Standard Specification for 8000 Series Aluminum Alloy Wire for Electrical Purposes Annealed and Intermediate Tempers 2005 (Reapproved 2021).
- F. ASTM B801 Standard Specification for Concentric-Lay-Stranded Conductors of 8000 Series Aluminum Alloy for Subsequent Covering or Insulation 2018.
- G. ASTM D3005 Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape 2017.
- H. NECA 1 Standard for Good Workmanship in Electrical Construction 2015.
- I. NECA 104 Standard for Installing Aluminum Building Wire and Cable 2012.
- J. NECA 120 Standard For Installing Armored Cable (Type AC) And Metal-Clad Cable (Type MC) 2018.
- K. NEMA WC 70 Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy 2021.
- L. NFPA 70 National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- M. UL 44 Thermoset-Insulated Wires and Cables Current Edition, Including All Revisions.
- N. UL 83 Thermoplastic-Insulated Wires and Cables Current Edition, Including All Revisions.
- O. UL 486A-486B Wire Connectors Current Edition, Including All Revisions.
- P. UL 486C Splicing Wire Connectors Current Edition, Including All Revisions.
- Q. UL 510 Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape Current Edition, Including All Revisions.
- R. UL 1569 Metal-Clad Cables Current Edition, Including All Revisions.

# 1.03 ADMINISTRATIVE REQUIREMENTS

#### A. Coordination:

 Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.

- 2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
- 3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

### 1.04 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

### 1.05 DELIVERY, STORAGE, AND HANDLING

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

#### **PART 2 PRODUCTS**

## 2.01 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Nonmetallic-sheathed cable is not permitted.
- D. Metal-clad cable is permitted only as follows:
  - 1. Where not otherwise restricted, may be used:
    - a. Where concealed above accessible ceilings for final connections from junction boxes to luminaires
      - 1) Maximum Length: 6 feet (1.8 m).

# 2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:
  - Provide copper conductors except where aluminum conductors are specifically indicated. Substitution of aluminum conductors for copper is not permitted. Conductor sizes indicated are based on copper unless specifically indicated as aluminum. Conductors designated with the abbreviation "AL" indicate aluminum.
  - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
  - 3. Tinned Copper Conductors: Comply with ASTM B33.
  - Aluminum Conductors (only where specifically indicated or permitted for substitution): AA-8000 series aluminum alloy conductors recognized by ASTM B800 and compact stranded in accordance with ASTM B801 unless otherwise indicated.

### H. Conductor Color Coding:

- Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
- 2. Color Coding Method: Integrally colored insulation.
- 3. Color Code:
  - a. 208Y/120 V, 3 Phase, 4 Wire System:
    - 1) Phase A: Black.
    - 2) Phase B: Red.
    - 3) Phase C: Blue.

- 4) Neutral: White.
- b. Equipment Ground, All Systems: Green.

#### 2.03 SINGLE CONDUCTOR BUILDING WIRE

- A. Manufacturers:
  - 1. Copper Building Wire:
    - a. Cerro Wire LLC: www.cerrowire.com/#sle.
    - b. Encore Wire Corporation: www.encorewire.com/#sle.
    - c. General Cable Technologies Corporation: www.generalcable.com/#sle.
    - d. Southwire Company: www.southwire.com/#sle.
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
  - 1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
    - b. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
  - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2.
    - a. Installed Underground: Type XHHW-2.

# 2.04 METAL-CLAD CABLE

- A. Manufacturers:
  - 1. AFC Cable Systems Inc: www.afcweb.com/#sle.
  - 2. Encore Wire Corporation: www.encorewire.com/#sle.
  - 3. Southwire Company: www.southwire.com/#sle.
- B. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- C. Conductor Stranding:
  - 1. Size 10 AWG and Smaller: Solid.
  - 2. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.
- F. Grounding: Full-size integral equipment grounding conductor.
- G. Armor: Steel, interlocked tape.

## 2.05 WIRING CONNECTORS

A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

### 2.06 ACCESSORIES

- A. Electrical Tape:
  - 1. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F (-18 degrees C) and suitable for continuous temperature environment up to 221 degrees F (105 degrees C).
- B. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.
- C. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
- D. Cable Ties: Material and tensile strength rating suitable for application.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as indicated.
- E. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.02 INSTALLATION

- A. Circuiting Requirements:
  - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
  - 2. When circuit destination is indicated without specific routing, determine exact routing required.
  - 3. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is permitted, under the following conditions:
    - a. Increase size of conductors as required to account for ampacity derating.
    - b. Size raceways, boxes, etc. to accommodate conductors.
  - 4. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Install aluminum conductors in accordance with NECA 104.
- E. Install metal-clad cable (Type MC) in accordance with NECA 120.
- F. Installation in Raceway:
  - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
  - 2. Pull all conductors and cables together into raceway at same time.
  - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
  - 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- G. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- H. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
- I. Terminate cables using suitable fittings.
  - 1. Metal-Clad Cable (Type MC):
    - a. Use listed fittings.
    - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
- J. Install conductors with a minimum of 12 inches (300 mm) of slack at each outlet.
- K. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- L. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- M. Make wiring connections using specified wiring connectors.
  - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
  - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.

- 3. Do not remove conductor strands to facilitate insertion into connector.
- 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
- 5. Connections for Aluminum Conductors: Fill connectors with oxide inhibiting compound where not pre-filled by manufacturer.
- N. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- O. Insulate ends of spare conductors using vinyl insulating electrical tape.
- P. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

## **END OF SECTION 260519**

# **SECTION 260526** GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

# PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Grounding and bonding requirements.
- Conductors for grounding and bonding. B.
- C. Connectors for grounding and bonding.

# 1.02 RELATED REQUIREMENTS

- A. Section 260519 Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
- Section 260553 Identification for Electrical Systems: Identification products and requirements.

## 1.03 REFERENCE STANDARDS

- A. NECA 1 Standard for Good Workmanship in Electrical Construction 2015.
- B. NFPA 70 National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- UL 467 Grounding and Bonding Equipment Current Edition, Including All Revisions.

#### 1.04 OUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

#### PART 2 PRODUCTS

### 2.01 GROUNDING AND BONDING REQUIREMENTS

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- D. Grounding Electrode System:
  - Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
    - Provide continuous grounding electrode conductors without splice or joint.
    - Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
  - Metal Underground Water Pipe(s): 2.
    - Provide connection to underground metaldomestic water service pipe(s) that are in direct contact with earth for at least 10 feet (3.0 m) at an accessible location not more than 5 feet (1.5 m) from the point of entrance to the building.
    - Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically b. continuous.
    - Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.
  - 3. Concrete-Encased Electrode:
    - Provide connection to concrete-encased electrode consisting of not less than 20 feet (6.0 m) of either steel reinforcing bars or bare copper conductor not smaller than 4 AWG embedded within concrete foundation or footing that is in direct contact with earth in accordance with NFPA 70.
- Bonding and Equipment Grounding:

- 1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
- 2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
- 3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
- 4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- 5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
- 6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.
- 7. Provide bonding for interior metal piping systems in accordance with NFPA 70. This includes, but is not limited to:
  - a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.
- 8. Provide bonding for interior metal air ducts.

### 2.02 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
  - 1. Provide products listed, classified, and labeled as suitable for the purpose intended.
  - 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 260526:
  - 1. Use insulated copper conductors unless otherwise indicated.
    - a. Exceptions:
      - 1) Use bare copper conductors where installed underground in direct contact with earth.
      - 2) Use bare copper conductors where directly encased in concrete (not in raceway).
- C. Connectors for Grounding and Bonding:
  - 1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
  - 2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
  - 3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

# PART 3 EXECUTION

### 3.01 EXAMINATION

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

## 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Make grounding and bonding connections using specified connectors.
  - Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
  - Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.

- 3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
- 4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
- 5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- D. Identify grounding and bonding system components in accordance with Section 260553.

# **END OF SECTION 260526**

## **SECTION 260529** HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

# PART 1 GENERAL

### 1.01 RELATED REQUIREMENTS

A. Section 033000 - Cast-in-Place Concrete: Concrete equipment pads.

#### 1.02 REFERENCE STANDARDS

- A. ASTM A123/A123M Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- ASTM A153/A153M Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware В. 2016a.
- ASTM B633 Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel 2015. C.
- D. MFMA-4 Metal Framing Standards Publication 2004.
- NECA 1 Standard for Good Workmanship in Electrical Construction 2015. E.
- NFPA 70 National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- NFPA 101 Life Safety Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

# 1.03 ADMINISTRATIVE REQUIREMENTS

#### A. Coordination:

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

#### B. Sequencing:

Do not install products on or provide attachment to concrete surfaces until concrete has fully cured in accordance with Section 033000.

# 1.04 QUALITY ASSURANCE

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

### **PART 2 PRODUCTS**

### 2.01 SUPPORT AND ATTACHMENT COMPONENTS

### General Requirements:

- Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
- 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
- Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.
- Do not use products for applications other than as permitted by NFPA 70 and product listing. 4.
- Steel Components: Use corrosion resistant materials suitable for the environment where installed. 5.

- a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
- Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
  - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
  - Conduit Clamps: Bolted type unless otherwise indicated.
- Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
  - 1. Comply with MFMA-4.
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
  - 1. Minimum Size, Unless Otherwise Indicated or Required:
    - a. Equipment Supports: 1/2 inch (13 mm) diameter.
    - b. Single Conduit up to 1 inch (27 mm) trade size: 1/4 inch (6 mm) diameter.
    - c. Single Conduit larger than 1 inch (27 mm) trade size: 3/8 inch (10 mm) diameter.
- F. Anchors and Fasteners:
  - 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

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

### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. Equipment Support and Attachment:
  - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
  - 2. Use metal channel (strut) secured to study to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  - 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Secure fasteners according to manufacturer's recommended torque settings.
- I. Remove temporary supports.

### **END OF SECTION 260529**

# SECTION 260533.13 CONDUIT FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Electrical metallic tubing (EMT).
- C. Rigid polyvinyl chloride (PVC) conduit.
- D. Conduit fittings.

# 1.02 RELATED REQUIREMENTS

- A. Section 260526 Grounding and Bonding for Electrical Systems.
- B. Section 260529 Hangers and Supports for Electrical Systems.
- C. Section 260533.16 Boxes for Electrical Systems.

#### 1.03 REFERENCE STANDARDS

- A. ANSI C80.1 American National Standard for Electrical Rigid Steel Conduit (ERSC) 2020.
- B. ANSI C80.3 American National Standard for Electrical Metallic Tubing -- Steel (EMT-S) 2020.
- C. NECA 1 Standard for Good Workmanship in Electrical Construction 2015.
- D. NECA 101 Standard for Installing Steel Conduits (Rigid, IMC, EMT) 2013.
- E. NECA 111 Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC) 2017.
- F. NEMA FB 1 Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable 2014.
- G. NEMA TC 2 Electrical Polyvinyl Chloride (PVC) Conduit 2020.
- H. NEMA TC 3 Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing 2021.
- NFPA 70 National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 6 Electrical Rigid Metal Conduit-Steel Current Edition, Including All Revisions.
- K. UL 514B Conduit, Tubing, and Cable Fittings Current Edition, Including All Revisions.
- L. UL 651 Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings Current Edition, Including All Revisions.
- M. UL 797 Electrical Metallic Tubing-Steel Current Edition, Including All Revisions.

# 1.04 ADMINISTRATIVE REQUIREMENTS

#### A. Coordination:

- 1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
- 2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
- 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
- 4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.
- 5. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

### B. Sequencing:

1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

### 1.05 QUALITY ASSURANCE

Latrine Renovation 260533.13-1
Columbia Readiness Center Conduit for Electrical Systems

A. Comply with requirements of NFPA 70.

## **PART 2 PRODUCTS**

### 2.01 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Underground:
  - Under Slab on Grade: Use rigid PVC conduit.
- D. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit or electrical metallic tubing
- Exposed, Interior, Not Subject to Physical Damage: Use electrical metallic tubing (EMT).
- Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit.
- G. Exposed, Exterior: Use galvanized steel rigid metal conduit.

### 2.02 CONDUIT REQUIREMENTS

- A. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- Provide products listed, classified, and labeled as suitable for the purpose intended.
- Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

## 2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- В. Fittings:
  - Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as 1. complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
  - 3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

#### 2.04 ELECTRICAL METALLIC TUBING (EMT)

- Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- В. Fittings:
  - Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
  - Connectors and Couplings: Use set-screw type.
    - Do not use indenter type connectors and couplings.

## 2.05 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

- Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.
- В. Fittings:
  - Manufacturer: Same as manufacturer of conduit to be connected. 1.
  - 2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

Latrine Renovation 260533.13-2 Conduit for Electrical Systems

# PART 3 EXECUTION

# 3.01 EXAMINATION

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

#### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.

# E. Conduit Routing:

- When conduit destination is indicated without specific routing, determine exact routing required.
- Conceal all conduits unless specifically indicated to be exposed. 2.
- Conduits in the following areas may be exposed, unless otherwise indicated: 3.
  - Electrical rooms.
  - Mechanical equipment rooms. b.
  - Within joists in areas with no ceiling.
- Arrange conduit to maintain adequate headroom, clearances, and access. 4.

### F. Conduit Support:

- Secure and support conduits in accordance with NFPA 70 and Section 260529 using suitable supports and methods approved by the authority having jurisdiction.
- 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

## G. Connections and Terminations:

- Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
- Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings 2. or split couplings. Do not use running threads.
- Use suitable adapters where required to transition from one type of conduit to another. 3.
- 4. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
- 5. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
- Secure joints and connections to provide maximum mechanical strength and electrical continuity. 6.

### H. Penetrations:

- Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
- Make penetrations perpendicular to surfaces unless otherwise indicated. 2.
- Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves 3. flush with exposed surfaces unless otherwise indicated or required.
- 4. Conceal bends for conduit risers emerging above ground.
- Seal interior of conduits entering the building from underground at first accessible point to prevent 5. entry of moisture and gases.
- 6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
- Make penetrations for roof-mounted equipment within associated equipment openings and curbs 7. where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
- Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.

Latrine Renovation 260533.13-3 Conduit for Electrical Systems

- I. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment.
  - 1. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.
- J. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
  - 1. Where conduits pass from outdoors into conditioned interior spaces.
  - 2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- K. Provide grounding and bonding in accordance with Section 260526.

### **END OF SECTION 260533.13**

# SECTION 260533.16 BOXES FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches (1,650 cu cm), including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches (1,650 cu cm).

## 1.02 RELATED REQUIREMENTS

- A. Section 083100 Access Doors and Panels: Panels for maintaining access to concealed boxes.
- B. Section 260526 Grounding and Bonding for Electrical Systems.
- C. Section 260529 Hangers and Supports for Electrical Systems.
- D. Section 260533.13 Conduit for Electrical Systems:
  - 1. Conduit bodies and other fittings.
- E. Section 262726 Wiring Devices:
  - 1. Wall plates.

#### 1.03 REFERENCE STANDARDS

- A. NECA 1 Standard for Good Workmanship in Electrical Construction 2015.
- B. NECA 130 Standard for Installing and Maintaining Wiring Devices 2016.
- C. NEMA FB 1 Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable 2014.
- D. NEMA OS 1 Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports 2013 (Reaffirmed 2020).
- E. NEMA 250 Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.
- F. NFPA 70 National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 50 Enclosures for Electrical Equipment, Non-Environmental Considerations Current Edition, Including All Revisions.
- H. UL 50E Enclosures for Electrical Equipment, Environmental Considerations Current Edition, Including All Revisions.
- I. UL 508A Industrial Control Panels Current Edition, Including All Revisions.
- J. UL 514A Metallic Outlet Boxes Current Edition, Including All Revisions.

# 1.04 ADMINISTRATIVE REQUIREMENTS

### A. Coordination:

- 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
- 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
- 3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
- 4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
- 5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
- 6. Coordinate the work with other trades to preserve insulation integrity.

- 7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
- 8. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

### 1.05 **QUALITY ASSURANCE**

A. Comply with requirements of NFPA 70.

### **PART 2 PRODUCTS**

#### **2.01 BOXES**

- A. General Requirements:
  - Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
  - 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
  - 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
  - Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
  - 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- Outlet and Device Boxes Up to 100 cubic inches (1,650 cu cm), Including Those Used as Junction and Pull Boxes:
  - 1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
  - Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or 2. required; furnish with compatible weatherproof gasketed covers.
  - Use suitable concrete type boxes where flush-mounted in concrete. 3.
  - Use suitable masonry type boxes where flush-mounted in masonry walls. 4.
  - Use raised covers suitable for the type of wall construction and device configuration where 5. required.
  - Use shallow boxes where required by the type of wall construction. 6.
  - 7. Do not use "through-wall" boxes designed for access from both sides of wall.
  - Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A. 8.
  - 9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
  - Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
  - 11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use fieldconnected gangable boxes unless specifically indicated or permitted.
  - Wall Plates: Comply with Section 262726.
- Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
  - 1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
  - 2. NEMA 250 Environment Type, Unless Otherwise Indicated:
    - Indoor Clean, Dry Locations: Type 1, painted steel.
  - Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
    - Provide screw-cover enclosures unless otherwise indicated.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- В. Verify that mounting surfaces are ready to receive boxes.
- Verify that conditions are satisfactory for installation prior to starting work.

## 3.02 INSTALLATION

Latrine Renovation 260533.16-2 Boxes for Electrical Systems

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

### D. Box Locations:

- 1. Locate boxes to be accessible. Provide access panels in accordance with Section 083100 as required where approved by the Architect.
- 2. Unless dimensioned, box locations indicated are approximate.
- 3. Locate boxes as required for devices installed under other sections or by others.
- 4. Locate boxes so that wall plates do not span different building finishes.
- 5. Locate boxes so that wall plates do not cross masonry joints.

### E. Box Supports:

- 1. Secure and support boxes in accordance with NFPA 70 and Section 260529 using suitable supports and methods approved by the authority having jurisdiction.
- 2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- F. Install boxes plumb and level.
- G. Flush-Mounted Boxes:
  - Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front
    edge of box or associated raised cover is not set back from finished surface more than 1/4 inch (6
    mm) or does not project beyond finished surface.
  - 2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
  - 3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch (3 mm) at the edge of the box.
- H. Install boxes as required to preserve insulation integrity.
- Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- J. Close unused box openings.
- K. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- L. Provide grounding and bonding in accordance with Section 260526.

### **END OF SECTION 260533.16**

# SECTION 260553 IDENTIFICATION FOR ELECTRICAL SYSTEMS

### PART 1 GENERAL

### 1.01 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Warning signs and labels.

## 1.02 RELATED REQUIREMENTS

A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

#### 1.03 REFERENCE STANDARDS

- A. ANSI Z535.2 American National Standard for Environmental and Facility Safety Signs 2011 (Reaffirmed 2017).
- B. ANSI Z535.4 American National Standard for Product Safety Signs and Labels 2011 (Reaffirmed 2017).
- C. NFPA 70 National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. NFPA 70E Standard for Electrical Safety in the Workplace 2021.
- E. UL 969 Marking and Labeling Systems Current Edition, Including All Revisions.

## 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.
- B. Sequencing:
  - 1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
  - 2. Do not install identification products until final surface finishes and painting are complete.

## 1.05 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

### 1.06 FIELD CONDITIONS

A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

### PART 2 PRODUCTS

## 2.01 IDENTIFICATION REQUIREMENTS

- A. Identification for Equipment:
  - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
    - a. Panelboards:
      - 1) Identify ampere rating.
      - 2) Identify voltage and phase.
      - Identify power source and circuit number. Include location when not within sight of equipment.
      - 4) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces.
      - 5) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.

- Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 including but not limited to the following.
  - Service equipment.
  - Industrial control panels. b.
  - Motor control centers. c.
  - d. Elevator control panels.
  - Industrial machinery.
- Arc Flash Hazard Warning Labels: Use warning labels to identify arc flash hazards for electrical equipment, such as switchboards, panelboards, industrial control panels, meter socket enclosures, and motor control centers that are likely to require examination, adjustment, servicing, or maintenance while energized.
  - Minimum Size: 3.5 by 5 inches (89 mm by 127 mm).
  - Legend: Include orange header that reads "WARNING", followed by the word message "Arc Flash and Shock Hazard; Appropriate PPE Required; Do not operate controls or open covers without appropriate personal protection equipment; Failure to comply may result in injury or death; Refer to NFPA 70E for minimum PPE requirements" or approved equivalent.
- Identification for Conductors and Cables:
  - Color Coding for Power Conductors 600 V and Less: Comply with Section 260519.
  - Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

### 2.02 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
  - 1. Materials:
    - Indoor Clean, Dry Locations: Use plastic nameplates.
  - Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive 2. phenolic with beveled edges; minimum thickness of 1/16 inch (1.6 mm); engraved text.
  - Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch (25 mm) 3. high; Four, located at corners for larger sizes.
- Identification Labels:
  - Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion
  - Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless 2. otherwise indicated.

### 2.03 WARNING SIGNS AND LABELS

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Signs:
  - 1. Materials:
  - 2. Minimum Size: 7 by 10 inches (178 by 254 mm) unless otherwise indicated.
- Warning Labels:
  - Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
  - Machine-Printed Labels: Use thermal transfer process printing machines and accessories 2. recommended by label manufacturer.
  - Minimum Size: 2 by 4 inches (51 mm by 102 mm) unless otherwise indicated.

## PART 3 EXECUTION

### 3.01 PREPARATION

A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

# 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
  - Surface-Mounted Equipment: Enclosure front. 1.
  - 2. Flush-Mounted Equipment: Inside of equipment door.
  - Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access. 3.
  - Elevated Equipment: Legible from the floor or working platform. 4.
  - Branch Devices: Adjacent to device. 5.
  - Interior Components: Legible from the point of access. 6.
  - Conductors and Cables: Legible from the point of access. 7.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.

# **END OF SECTION 260553**

## SECTION 262726 WIRING DEVICES

### PART 1 GENERAL

### 1.01 SECTION INCLUDES

- A. Receptacles.
- B. Wall plates.

### 1.02 RELATED REQUIREMENTS

A. Section 260533.16 - Boxes for Electrical Systems.

### 1.03 REFERENCE STANDARDS

- A. FS W-C-596 Connector, Electrical, Power, General Specification for 2014h, with Amendments (2017).
- B. NECA 1 Standard for Good Workmanship in Electrical Construction 2015.
- C. NECA 130 Standard for Installing and Maintaining Wiring Devices 2016.
- D. NEMA WD 1 General Color Requirements for Wiring Devices 1999 (Reaffirmed 2020).
- E. NEMA WD 6 Wiring Devices Dimensional Specifications 2016.
- F. NFPA 70 National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 498 Attachment Plugs and Receptacles Current Edition, Including All Revisions.
- H. UL 514D Cover Plates for Flush-Mounted Wiring Devices Current Edition, Including All Revisions.
- I. UL 943 Ground-Fault Circuit-Interrupters Current Edition, Including All Revisions.

# 1.04 ADMINISTRATIVE REQUIREMENTS

# A. Coordination:

- 1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
- 2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.
- 3. Coordinate the placement of outlet boxes for wall switches with actual installed door swings.
- 4. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
- 5. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

# 1.05 SUBMITTALS

- A. See Section 013000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
- C. Project Record Documents: Record actual installed locations of wiring devices.

# 1.06 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

### 1.07 DELIVERY, STORAGE, AND PROTECTION

A. Store in a clean, dry space in original manufacturer's packaging until ready for installation.

#### PART 2 PRODUCTS

#### 2.01 WIRING DEVICE APPLICATIONS

- A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
- B. Provide GFCI protection for receptacles installed within 6 feet (1.8 m) of sinks.

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Columbia Readiness Center Wiring Devices

# 2.02 WIRING DEVICE FINISHES

- A. Provide wiring device finishes as described below unless otherwise indicated.
- B. Wiring Devices Installed in Finished Spaces: White with white nylon wall plate.

#### 2.03 RECEPTACLES

- A. Manufacturers:
  - 1. Hubbell Incorporated: www.hubbell.com/#sle.
  - 2. Leviton Manufacturing Company, Inc: www.leviton.com/#sle.
  - 3. Lutron Electronics Company, Inc: www.lutron.com/#sle.
  - 4. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us/#sle.
- B. Receptacles General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
  - 1. Wiring Provisions: Terminal screws for side wiring with separate ground terminal screw.
  - 2. NEMA configurations specified are according to NEMA WD 6.
- C. Convenience Receptacles:
  - Standard Convenience Receptacles: Commercial specification grade, 20A, 125V, NEMA 5-20R duplex as indicated on the drawings.

### D. GFCI Receptacles:

- GFCI Receptacles General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.
  - a. Provide test and reset buttons of same color as device.
- 2. Standard GFCI Receptacles: Commercial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style.
- 3. Tamper Resistant GFCI Receptacles: Commercial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as tamper resistant type.
  - a. Products:
    - 1) Hubbell Incorporated: www.hubbell-wiring.com/#sle.
    - 2) Leviton Manufacturing Company, Inc: www.leviton.com/#sle.
    - 3) Lutron Electronics Company, Inc: www.lutron.com/#sle.
    - 4) Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us/#sle.

# 2.04 WALL PLATES

- A. Manufacturers:
  - 1. Hubbell Incorporated: www.hubbell-wiring.com/#sle.
  - 2. Leviton Manufacturing Company, Inc: www.leviton.com/#sle.
  - 3. Lutron Electronics Company, Inc: www.lutron.com/#sle.
  - 4. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us/#sle.
- B. Wall Plates: Comply with UL 514D.
  - 1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
  - 2. Size: Standard.
  - 3. Screws: Metal with slotted heads finished to match wall plate finish.
- C. Nylon Wall Plates: Smooth finish, high-impact thermoplastic.

#### PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
- C. Verify that wall openings are neatly cut and will be completely covered by wall plates.

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Columbia Readiness Center Wiring Devices

- D. Verify that final surface finishes are complete, including painting.
- E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- F. Verify that conditions are satisfactory for installation prior to starting work.

### 3.02 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 260533.16 as required for installation of wiring devices provided under this section.
- C. Install wiring devices in accordance with manufacturer's instructions.
- Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- E. Where required, connect wiring devices using pigtails not less than 6 inches (150 mm) long. Do not connect more than one conductor to wiring device terminals.
- F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- H. Unless otherwise indicated, GFCI receptacles may be connected to provide feed-through protection to downstream devices. Label such devices to indicate they are protected by upstream GFCI protection.
- I. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- J. Install wall switches with OFF position down.
- K. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
- L. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
- M. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

### 3.03 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.
- B. Adjust presets for wall dimmers according to manufacturer's instructions as directed by Architect.

# 3.04 CLEANING

A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

#### **END OF SECTION 262726**

Latrine Renovation 262726-3
Columbia Readiness Center Wiring Devices

## SECTION 265100 INTERIOR LIGHTING

# PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Interior luminaires.

#### 1.02 RELATED REQUIREMENTS

- A. Section 260529 Hangers and Supports for Electrical Systems.
- B. Section 260533.16 Boxes for Electrical Systems.

### 1.03 REFERENCE STANDARDS

- IES LM-79 Approved Method: Optical and Electrical Measurements of Solid-State Lighting Products 2019.
- B. IES LM-80 Approved Method: Measuring Maintenance of Light Output Characteristics of Solid-State Light Sources 2021.
- C. NECA 1 Standard for Good Workmanship in Electrical Construction 2015.
- D. NECA/IESNA 500 Standard for Installing Indoor Lighting Systems 2006.
- E. NECA/IESNA 502 Standard for Installing Industrial Lighting Systems 1999 (Reaffirmed 2006).
- F. NFPA 70 National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 1598 Luminaires Current Edition, Including All Revisions.
- H. UL 8750 Light Emitting Diode (LED) Equipment for Use in Lighting Products Current Edition, Including All Revisions.

## 1.04 ADMINISTRATIVE REQUIREMENTS

#### A. Coordination:

- Coordinate the installation of luminaires with mounting surfaces installed under other sections or by others. Coordinate the work with placement of supports, anchors, etc. required for mounting. Coordinate compatibility of luminaires and associated trims with mounting surfaces at installed locations.
- Coordinate the placement of luminaires with structural members, ductwork, piping, equipment, diffusers, fire suppression system components, and other potential conflicts installed under other sections or by others.
- 3. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

#### 1.05 SUBMITTALS

- A. See Section 013300 Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
  - 1. Provide photometric calculations where luminaires are proposed for substitution upon request.
- C. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.
  - 1. LED Luminaires:
    - a. Include estimated useful life, calculated based on IES LM-80 test data.
    - b. Include IES LM-79 test report upon request.

## 1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

## 1.07 DELIVERY, STORAGE, AND PROTECTION

Latrine Renovation 265100-1
Columbia Readiness Center Interior Lighting

- A. Receive, handle, and store products according to NECA/IESNA 500 (commercial lighting), NECA/IESNA 502 (industrial lighting), and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

### 1.08 FIELD CONDITIONS

A. Maintain field conditions within manufacturer's required service conditions during and after installation.

### 1.09 WARRANTY

- A. 5 year driver warranty.
- B. 1 year all inclusive

#### PART 2 PRODUCTS

#### 2.01 LUMINAIRE TYPES

A. Furnish products as indicated in luminaire schedule included on the drawings.

## 2.02 LUMINAIRES

- A. Manufacturers:
  - 1. Acuity Brands, Inc: www.acuitybrands.com/#sle.
  - 2. Cooper Lighting, a division of Cooper Industries: www.cooperindustries.com/#sle.
  - 3. Hubbell Lighting, Inc: www.hubbelllighting.com/#sle.
  - 4. Lutron Electronics Company, Inc; www.lutron.com/#sle.
  - 5. Philips Lighting North America Corporation; www.lightingproducts.philips.com/#sle.
- B. Provide products that comply with requirements of NFPA 70.
- C. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- D. Provide products listed, classified, and labeled as suitable for the purpose intended.
- E. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- F. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.
- G. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- H. LED Luminaires:
  - 1. Components: UL 8750 recognized or listed as applicable.
  - 2. Tested in accordance with IES LM-79 and IES LM-80.
  - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

### PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

# 3.02 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

## 3.03 INSTALLATION

Latrine Renovation 265100-2
Columbia Readiness Center Interior Lighting

- A. Coordinate locations of outlet boxes provided under Section 260533.16 as required for installation of luminaires provided under this section.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install products in accordance with manufacturer's instructions.
- D. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting) and NECA 502 (industrial lighting).
- E. Provide required support and attachment in accordance with Section 260529.
- F. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- G. Install accessories furnished with each luminaire.
- H. Bond products and metal accessories to branch circuit equipment grounding conductor.
- I. Install lamps in each luminaire.

# 3.04 CLEANING

A. Clean surfaces according to NECA 500 (commercial lighting), NECA 502 (industrial lighting), and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

# **END OF SECTION 265100**

Latrine Renovation 265100-3
Columbia Readiness Center Interior Lighting