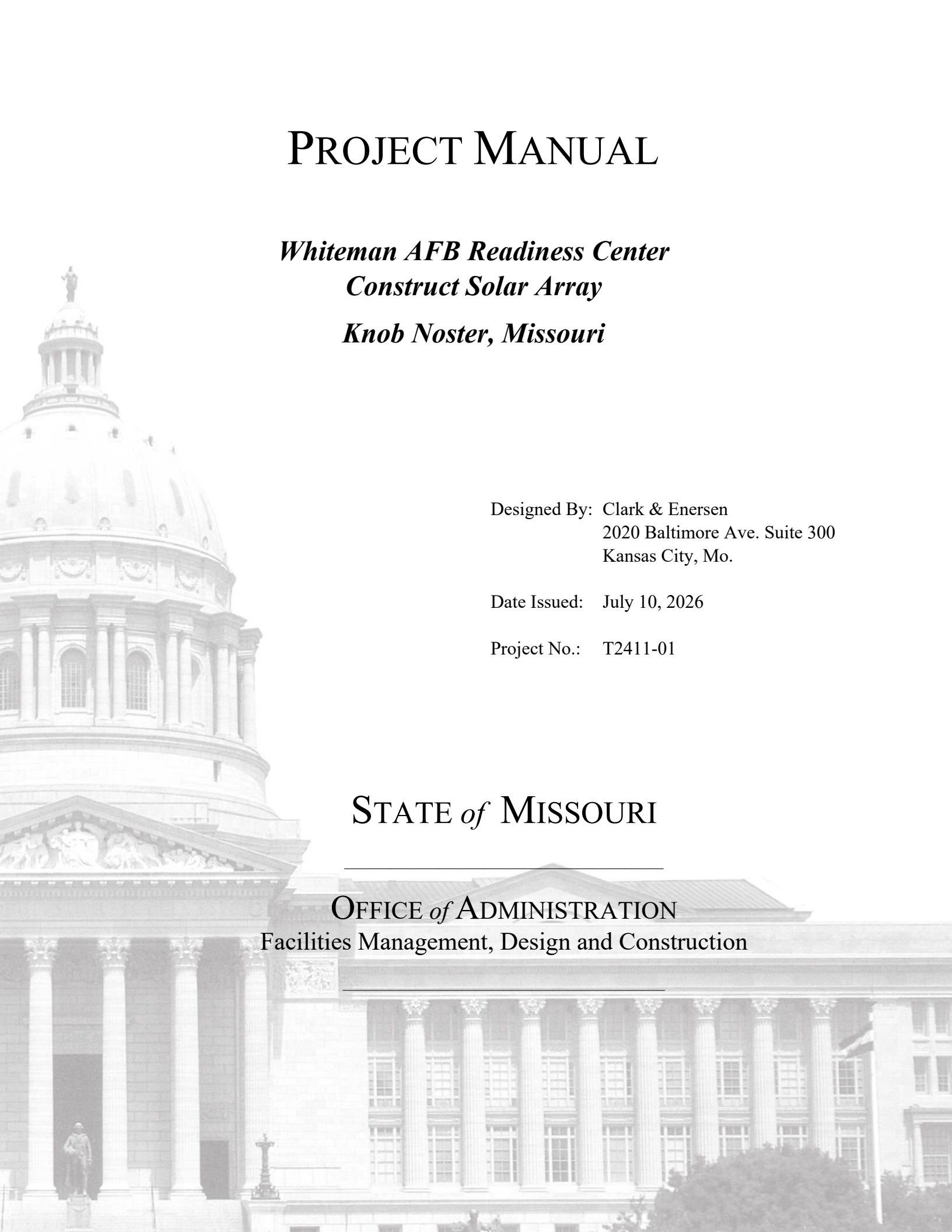




PROJECT MANUAL

Whiteman AFB Readiness Center Construct Solar Array Knob Noster, Missouri

Designed By: Clark & Enersen
2020 Baltimore Ave. Suite 300
Kansas City, Mo.

Date Issued: July 10, 2026

Project No.: T2411-01

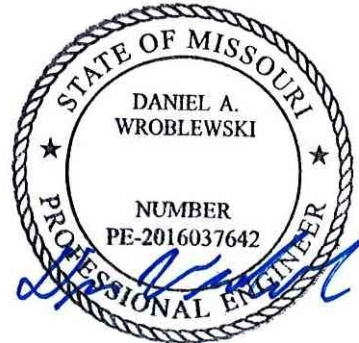
STATE *of* MISSOURI

OFFICE *of* ADMINISTRATION
Facilities Management, Design and Construction

SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: (T2411-01 "Whiteman AFB Readiness Center – Construct Solar Array")

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:



7-10-26

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>NUMBER OF PAGES</u>
----------------	--------------	------------------------

DIVISION 00 – PROCUREMENT AND CONTRACTING INFORMATION

000000 INTRODUCTORY INFORMATION

000101	Project Manual Cover	1
000107	Professional Seals and Certifications	1
000110	Table of Contents	2
000115	List of Drawings	1

001116	INVITATION FOR BID (IFB)	1
--------	--------------------------	---

002113	INSTRUCTIONS TO BIDDERS	7
--------	-------------------------	---

NOTICE TO BIDDERS

The following procurement forms can be found on our website at:
<https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans>
 and shall be submitted with your bid to FMDCBids@oa.mo.gov

004000 PROCUREMENT FORMS & SUPPLEMENTS

004113	Bid Form	*
004337	MBE/WBE/SDVE Compliance Evaluation Form	*
004338	MBE/WBE/SDVE Eligibility Determination Form for Joint Ventures	*
004339	MBE/WBE/SDVE Good Faith Effort (GFE) Determination Forms	*
004340	SDVE Business Form	*
004541	Affidavit of Work Authorization	*
004545	Anti-Discrimination Against Israel Act Certification form	*

005000 CONTRACTING FORMS AND SUPPLEMENTS

005213	Construction Contract	3
--------	-----------------------	---

006000 PROJECT FORMS

006113	Performance and Payment Bond	2
006325	Product Substitution Request	2
006519.16	Final Receipt of Payment and Release Form	1
006519.18	MBE/WBE/SDVE Progress Report	2
006519.21	Affidavit of Compliance with Prevailing Wage Law	1

007000 CONDITIONS OF THE CONTRACT

007213	General Conditions	20
007300	Supplementary Conditions	1
007333	Supplementary General conditions for Federally Funded/Assisted Construction Projects	11
007346	Wage Rate	4

DIVISION 1 - GENERAL REQUIREMENTS

011000	Summary of Work	2
012100	Allowances	3
012300	Alternates	1
012600	Contract Modification Procedures	2
013100	Coordination	4
013115	Project Management Communications	4
013200	Schedule – Bar Chart	4

013300	Submittals	5
013513.28	Site Security and Health Requirements (MONG)	6
017400	Cleaning	3
 DIVISION 2 – EXISTING CONDITIONS		
024119	Selective Demolition	6
 DIVISION 26 – ELECTRICAL		
260500	Electrical General Provisions	7
260501	Basic Materials and Methods	8
260519	Conductors	5
260526	Grounding System	4
260533	Raceways	6
262416	Panelboards	4
263100	Photovoltaic Collectors	7
 DIVISION 31 - EARTHWORK		
311000	Site Clearing	4
312000	Earth Moving	12
312219	Site Grading	3
312500	Erosion and Sediment Control Systems	4
 DIVISION 32 - EXTERIOR IMPROVEMENTS		
321313	Concrete Paving	3
329200	Turf & Grasses	8
329400	Rock Mulch	2

SECTION 000115 – LIST OF DRAWINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section provides a comprehensive list of the drawings that comprise the Bid Documents for this project.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 LIST OF DRAWINGS

- A. The following list of drawings is a part of the Bid Documents:

<u>TITLE</u>	<u>SHEET #</u>	<u>DATE</u>	<u>CAD #</u>
1. Title Sheet	Sheet G-000	07/10/26	G-COV-000
2. General Notes, Symbols & Abbreviations and Drawings Index	Sheet G-001	07/10/26	G-IND-001
3. Existing Conditions/ Site Demolition Plan	Sheet L-101	07/10/26	L-SIT-101
4. Site Layout Plan, Site Grading/ Planting Plan and Site Details	Sheet L-201	07/10/26	L-SIT-201
5. Electrical Abbreviations, Symbols Legend & General Notes	Sheet E-000	07/10/26	E-GEN-000
6. Electrical Site Plan	Sheet E-001	07/10/26	E-SIT-001
7. Electrical Details & Schedules	Sheet E-201	07/10/26	E-DTL-201
8. Electrical One Line Diagram	Sheet E-301	07/10/26	E-CEL-301
9. Electrical One Line Diagram – Photovoltaic Base	Sheet E-302	07/10/26	E-CEL-302
10. Electrical One Line Diagram- Photovoltaic Alternate	Sheet E-303	07/10/26	E-CEL-303
11. Electrical Details	Sheet E-401	07/10/26	E-CEL-401

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. Whiteman AFB Readiness Center
Construct Solar Array
Knob Noster, Missouri
Project No.: T2411-01

3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, September 3, 2026
- B. **Only electronic bids sent to FMDCBids@oa.mo.gov shall be accepted:** (See Instructions to Bidders for further detail)

4.0 DESCRIPTION:

- A. Scope: The project includes construction of a 60kw solar array and two EV charging stations.
- B. MBE/WBE/SDVE Goals: MBE 0%, WBE 0%, and SDVE 3%. **NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.**

5.0 PRE-BID MEETING:

- A. Place/Time: 10:30 AM, August 20, 2026, at One Attack Ave. Knob Knoster, Mo. 68336
- B. Access to State of Missouri property requires presentation of a photo ID by all persons.

6.0 HOW TO GET PLANS & SPECIFICATIONS:

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

7.0 POINT OF CONTACT:

- A. Project Manager: Bill Edwards Missouri National Guard, email: billy.j.edwards66.nfg@army.mil

8.0 GENERAL INFORMATION:

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

SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

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

2.0 - BID DOCUMENTS

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

3.0 - BIDDERS' OBLIGATIONS

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

4.0 - INTERPRETATIONS

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

5.0 - BIDS AND BIDDING PROCEDURE

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

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

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

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

6.0 - SIGNING OF BIDS

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

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

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

7.0 - RECEIVING BID SUBMITTALS

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

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

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

9.0 - AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.
- B. The Owner reserves the right to let other contracts in connection with the work including, but not limited to, contracts for the furnishing and installation of furniture, equipment, machinery, appliances and other apparatuses.
- C. The Owner will award a contract to the lowest, responsive, and responsible Bidder in accordance with Section 8.250, RSMo. No contract will be awarded to any Bidder who has had a contract with the Owner terminated within the preceding twelve months for material breach of contract or who has been suspended or debarred by the Owner.
- D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the lowest, responsive, responsible bidder.
- E. No award shall be considered binding upon the Owner until the written contract has been properly executed and the following documentation has been provided: 1) performance and payment bond consistent with Article 6.1 of the General Conditions; 2) proof of the required insurance coverage; 3) an executed Section 004541 - Affidavit of Work Authorization form; and 4) documentation evidence enrollment and participation in a federal work authorization program.
- F. Failure to execute and return the contract and associated documents within the prescribed period shall be treated, at the option of the Owner, as a breach of Bidder's obligation and the Owner shall be under no further obligation to Bidder.
- G. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful Bidder certifies that he has complied with all applicable provisions of Section 285.230-234.

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

10.0 - CONTRACT SECURITY

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

11.0 - 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.

12.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

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

13.0 - ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

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

14.0 - MBE/WBE/SDVE INSTRUCTIONS

- A. Definitions:
 - 1. "MBE" means a Minority Business Enterprise.
 - 2. "MINORITY" has the same meaning as set forth in 1 C.S.R. 10-17.010.

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

B. MBE/WBE/SDVE General Requirements:

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

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

1. A Bidder who is a MBE, WBE, or SDVE may count 100% of the contract towards the MBE, WBE or SDVE goal, less any amounts awarded to another MBE, WBE or SDVE. (NOTE: a MBE firm that bids as general contractor must obtain WBE and SDVE participation; a WBE firm that bids as a general contractor must obtain MBE and SDVE participation; and a SDVE firm that bids as general contractor must obtain MBE and WBE participation.) For the remaining contract amount to be counted towards the MBE, WBE or SDVE goal, the Bidder must complete the MBE/WBE/SDVE Compliance Evaluation Form (Section 004337) identifying itself as an MBE, WBE or SDVE.
2. The total dollar value of the work granted to a certified MBE, WBE or SDVE by the Bidder shall be counted towards the applicable goal.
3. Expenditures for materials and supplies obtained from a certified MBE, WBE, or SDVE supplier or manufacturer may be counted towards the MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE assumes the actual and contractual responsibility for the provision of the materials and supplies.

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

D. Certification of MBE/WBE/SDVE Subcontractors:

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

E. Waiver of MBE/WBE/SDVE Participation:

1. If a Bidder has made a good faith effort to secure the required MBE, WBE and/or SDVE participation and has failed, the Bidder shall submit with its bid the information requested in MBE/WBE/SDVE Good Faith Effort (GFE) Determination form. The Director will determine if the Bidder made a good faith effort to meet the applicable goals. If the Director determines that the Bidder did not make a good faith effort, the bid shall be rejected as being nonresponsive to the bid requirements. Bidders who demonstrate that they have made a good faith effort to include MBE, WBE, and/or SDVE participation will be granted a waiver and will be considered to be responsive to the applicable participation goals, regardless of the percent of actual participation obtained, if the bid is otherwise acceptable.
2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE and/or SDVE participation, the Director may evaluate the factors set forth in 1 CSR 30-5.010(6)(C) and the following:
 - a. The amount of actual participation obtained;
 - b. How and when the Bidder contacted potential MBE, WBE, and SDVE subcontractors and suppliers;
 - c. The documentation provided by the Bidder to support its contacts, including whether the Bidder provided the names, addresses, phone numbers, and dates of contact for MBE/WBE/SDVE firms contacted for specific categories of work;
 - d. If project information, including plans and specifications, were provided to MBE/WBE/SDVE subcontractors;
 - e. Whether the Bidder made any attempts to follow-up with MBE, WBE or SDVE firms prior to bid;

- f. Amount of bids received from any of the subcontractors and/or suppliers that the Bidder contacted;
- g. The Bidder's stated reasons for rejecting any bids;

F. Contractor MBE/WBE/SDVE Obligations

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



State of Missouri Construction Contract

THIS AGREEMENT is made (DATE) by and between:

Contractor Name and Address

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

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

ARTICLE 1. STATEMENT OF WORK

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

Project Name: Whiteman AFB Readiness Center
Construct Solar Array
Knob Noster, Missouri

Project Number: T2411-01

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 1:	\$
Alternate 2:	\$

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

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

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

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

Total \$

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

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

ARTICLE 7. CONTRACT DOCUMENTS

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

1. Division 0 – Procurement and Contracting Information, including, but not limited to:
 - a. Invitation for Bid (Section 001116)
 - b. Instructions to Bidders (Section 002113)
 - c. Supplementary Instructions to Bidders (if applicable) (Section 002213)
 - d. The following documents as completed and executed by the Contractor and accepted by the Owner, if applicable:
 - i. Bid Form (Section 004113)
 - ii. 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)
 - e. Performance and Payment Bond, completed and executed by the Contractor and surety (Section 006113)
 - f. General Conditions (Section 007213)
 - g. Supplementary Conditions (Section 007300)
 - h. Supplementary General Conditions for Federally Funded/Assisted Construction Projects (Section 007333), if applicable
 - i. Wage Rate(s) (Section 007346)
2. Division 1 – General Requirements
3. All Drawings identified in the Project Manual
4. All Technical Specifications included in the Project Manual
5. Addenda, if applicable

ARTICLE 8 – CERTIFICATION

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

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

APPROVED:

Crystal Wessing, Interim Director
Division of Facilities Management,
Design and Construction

Contractor's Authorized Signature

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

Corporate Secretary

SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT we _____

as principal, and _____

_____ as Surety, are held and firmly bound unto the

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

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

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

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

(Insert Project Title and Number)

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

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

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

AS APPLICABLE:

AN INDIVIDUAL

Name: _____

Signature: _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORATION

Firm Name: _____

Signature of President: _____

SURETY

Surety Name: _____

Attorney-in-Fact: _____

Address of Attorney-in-Fact: _____

Telephone Number of Attorney-in-Fact: _____

Signature Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney



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

PROJECT NUMBER

PROJECT TITLE AND LOCATION

CHECK APPROPRIATE BOX

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

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

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

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

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

QUALITY COMPARISON

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

PREVIOUS INSTALLATIONS

PROJECT	ARCHITECT/ENGINEER
LOCATION	DATE INSTALLED

SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

REASON FOR SUBSTITUTION

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

IF YES, EXPLAIN

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

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

BIDDER/CONTRACTOR

DATE

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

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

☐ Substitution is not accepted.

ARCHITECT/ENGINEER

DATE



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

PROJECT NUMBER

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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

(ADDRESS OF PROJECT)

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

DOES HEREBY:

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

DATED this day of , 20 .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

ORIGINAL: FILE/Closeout Documents



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

MBE/WBE/SDVE PROGRESS REPORT

Remit with ALL Progress and Final Payments

(Please check appropriate box) ☐CONSULTANT ☐CONSTRUCTION

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

PROJECT TITLE			
PROJECT LOCATION			
FIRM			
ORIGINAL CONTRACT SUM (Same as Line Item 1. on Form A of Application for Payment) \$		TOTAL CONTRACT SUM TO DATE (Same as Line Item 3. on Form A of Application for Payment) \$	
THE TOTAL MBE/WBE/SDVE PARTICIPATION DOLLAR AMOUNT OF THIS PROJECT AS INDICATED IN THE ORIGINAL CONTRACT: \$			
SELECT MBE, WBE, SDVE	ORIGINAL CONTRACT PARTICIPATION AMOUNT	PARTICIPATION AMOUNT PAID-TO-DATE (includes approved contract changes)	CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER COMPANY NAME
☐ MBE ☐ WBE ☐ SDVE	\$	\$	
☐ MBE ☐ WBE ☐ SDVE	\$	\$	
☐ MBE ☐ WBE ☐ SDVE	\$	\$	
☐ MBE ☐ WBE ☐ SDVE	\$	\$	
☐ MBE ☐ WBE ☐ SDVE	\$	\$	
☐ MBE ☐ WBE ☐ SDVE	\$	\$	

Revised 06/2023

INSTRUCTIONS FOR MBE/WBE/SDVE PROGRESS REPORT

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

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

At Initial Pay Application fill in the following:

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

For all subsequent Pay Applications fill in the following:

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



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

PROJECT NUMBER

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

State of _____ personally came and appeared _____

(NAME)

of the _____

(POSITION)

(NAME OF THE COMPANY)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works project have been fully satisfied and there has been no exception to the full and completed compliance with said provisions and requirements and with Wage Determination No: _____ issued by the Department of Labor and Industrial Relations, State of Missouri on the _____ day of _____ 20 _____ in carrying out the contract and working in connection with _____

(NAME OF PROJECT)

Located at _____ in _____ County

(NAME OF THE INSTITUTION)

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

SIGNATURE

NOTARY INFORMATION

NOTARY PUBLIC EMBOSSEY OR
BLACK INK RUBBER STAMP SEAL

STATE

COUNTY (OR CITY OF ST. LOUIS)

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF

YEAR

USE RUBBER STAMP IN CLEAR AREA BELOW

NOTARY PUBLIC SIGNATURE

MY COMMISSION
EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

FILE: Closeout Documents

GENERAL CONDITIONS

INDEX

ARTICLE:

1. General Provisions

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

2. Owner/Designer Responsibilities

3. Contractor Responsibilities

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

4. Changes in the Work

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

5. Construction and Completion

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

6. Bond and Insurance

6.1. Bond

6.2. Insurance

7. Termination or Suspension of Contract

7.1. For Site Conditions

7.2. For Cause

7.3. For Convenience

SECTION 007213 - GENERAL CONDITIONS

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

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.1 - DEFINITIONS

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

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

ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

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

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

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

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

ARTICLE 1.5 - ANTI-KICKBACK

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

ARTICLE 1.6 - PATENTS AND ROYALTIES

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

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

ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

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

ARTICLE 1.8 - COMMUNICATIONS

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

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

ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

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

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

ARTICLE 1.10 - ASSIGNMENT OF CONTRACT

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

ARTICLE 1.11 - INDEMNIFICATION

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

ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS

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

ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES

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

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

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

ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES

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

ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS

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

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

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

ARTICLE 3.2 -- SUBMITTALS

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

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

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

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

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

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

ARTICLE 3.3 – AS-BUILT DRAWINGS

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

ARTICLE 3.4 – GUARANTY AND WARRANTIES

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

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

B. Extended Warranty

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

ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS

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

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

ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

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

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

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

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

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

ARTICLE 3.7 -- SUBCONTRACTS

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

ARTICLE 4 -- CHANGES IN THE WORK

4.1 CHANGES IN THE WORK

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

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

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

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

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

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

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

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

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

ARTICLE 5 - CONSTRUCTION AND COMPLETION

ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT

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

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

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

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

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

ARTICLE 5.2 -- PROJECT CONSTRUCTION

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

with the requirements outlined in Section 013200 – Schedules.

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

ARTICLE 5.3 -- PROJECT COMPLETION

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

1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
 - a. That work is essentially complete with the exception of certain listed work items. The list shall be referred to as the "Contractor's Punch."
 - b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.5A.
 - c. That the Work is ready for inspection by the Designer and Construction Representative. The Owner shall be entitled to a minimum of ten working days notice before the inspection shall be performed.
2. If the work is acceptable, the Owner shall issue a Certificate of Substantial Completion, which shall set forth the responsibilities of the Owner and the Contractor for utilities, security, maintenance, damage to the work and risk of loss. The Certificate shall also identify those remaining items of work to be performed by the Contractor. All such work items shall be complete within 30 working days of the date of the Certificate, unless the Certificate specifies a different time. If the Contractor shall be required to perform tests that must be delayed due to climatic conditions, it is understood that such tests and affected equipment will be identified on the Certificate and shall be accomplished by the Contractor at the earliest possible date. Performance of the tests may not be required before Substantial Completion can be issued. The date of the issuance of the Certificate of

Substantial Completion shall determine whether or not the work was completed within the contract time and whether or not Liquidated Damages are due.

3. If the work is not acceptable, and the Owner does not issue a Certificate of Substantial Completion, the Owner shall be entitled to charge the Contractor with the Designer's and Owner's costs of re-inspection, including time and travel.
- B. Partial Occupancy. Contractor agrees that the Owner shall be permitted to occupy and use any completed or partially completed portions of the Project, when such occupancy and use is in the Owner's best interest. Owner shall notify Contractor of its desire and intention to take Partial Occupancy as soon as possible but at least ten (10) working days before the Owner intends to occupy. If the Contractor believes that the portion of the work the Owner intends to occupy is not ready for occupancy, the Contractor shall notify the Owner immediately. The Designer shall inspect the work in accordance with the procedures above. If the Contractor claims increased cost of the project or delay in completion as a result of the occupancy, he shall notify the Owner immediately but in all cases before occupancy occurs.
- C. Final Completion. The Project is finally complete when the Certificate of Substantial Completion has been issued and all work items identified therein as incomplete have been completed, and when all administrative items required by the contract have been completed. Final Completion entitles the Contractor to payment of the outstanding balance of the contract amount including all change orders and retainage. Within five (5) working days of the date of the Certificate of Substantial Completion, the Contractor shall identify the cost to complete any outstanding items of work. The Designer shall review the Contractor's estimate and either approve it or provide an independent estimate for all such items. If the Contractor fails to complete the remaining items within the time specified in the Certificate, the Owner may terminate the contract and go to the surety for project completion in accordance with Article 7.2 or release the contract balance to the Contractor less 150% of the approved estimate to complete the outstanding items. Upon completion of the outstanding items, when a final cost has been established, any monies remaining shall be paid to the Contractor. Failure to complete items of work does not relieve the Contractor from the obligation to complete the administrative requirements of the contract, such as the provisions of Article 5.3 FAILURE TO COMPLETE ALL ITEMS OF WORK UNDER THE CONTRACT SHALL BE CONSIDERED A

DEFAULT AND BE GROUNDS FOR CONTRACT TERMINATION AND DEBARMENT.

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

ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

- A. Payments on account of this contract will be made monthly in proportion to the work which has been completed. Request for payment must be submitted on the Owner's forms. No other pay request will be processed. Supporting breakdowns must be in the same format as Owner's forms and must provide the same level of detail. The Designer will, within 5 working days from receipt of the contractor's request for payment either issue a Certificate for Payment to the Owner, for such amount as the Designer determines is properly due, or notify the Contractor in writing of reasons for withholding a Certificate. The Owner shall make payment within 30 calendar days after the "Application and Certification for Payment" has been received and certified by the Designer. The following items are to be attached to the contractor's pay request:
 1. Updated construction schedule
 2. Certified payrolls consisting of name, home addresses of all workers, occupation and craft, number of hours worked and actual wages paid for each individual employee, of the Contractor and all subcontractors working on the project

- B. The Owner shall retain 5 percent of the amount of each such payment application, except as allowed by Article 5.4, until final completion and acceptance of all work covered by this contract.
- C. Each payment made to Contractor shall be on account of the total amount payable to Contractor and all material and work covered by paid partial payment shall thereupon become the sole property of Owner. This provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of this contract.
- D. Materials delivered to the work site and not incorporated in the work will be allowed in the Application and Certification for Payment on the basis of one hundred (100%) percent of value, subject to the 5% retainage providing that they are suitably stored on the site or in an approved warehouse in accordance with the following requirements:
 - 1. Material has previously been approved through submittal and acceptance of shop drawings conforming to requirements of Article 3.2 of General Conditions.
 - 2. Delivery is made in accordance with the time frame on the approved schedule.
 - 3. Materials, equipment, etc., are properly stored and protected from damage and deterioration and remain so - if not, previously approved amounts will be deleted from subsequent pay applications.
 - 4. The payment request is accompanied by a breakdown identifying the material equipment, etc. in sufficient detail to establish quantity and value.
- E. The Contractor shall be allowed to include in the Application and Certification for Payment, one hundred (100%) of the value, subject to retainage, of major equipment and material stored off the site if all of the following conditions are met:
 - 1. The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.
 - 2. Materials stored in one location off site are valued in excess of \$25,000.
 - 3. That a Certificate of Insurance is provided indicating adequate protection from loss, theft

conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.

- 4. The materials are stored in a facility approved and inspected, by the Construction Representative.
- 5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.
- F. The Owner shall determine the amount, quality and acceptability of the work and materials which are to be paid for under this contract. In the event any questions shall arise between the parties, relative to this contract or specifications, determination or decision of the Owner or the Construction Representative and the Designer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.
- G. Payments Withheld: The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:
 - 1. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for the item or items. The cost of corrective action(s) shall be borne by the Contractor.
 - 2. A reasonable doubt that this contract can be completed for the unpaid balance.
 - 3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.
 - 4. Failure of the Contractor to update the construction schedule.

When the Construction Representative is satisfied the Contractor has remedied above deficiencies, payment shall be released.
- H. Final Payment: Upon receipt of written notice from the Contractor to the Designer and Project Representative that the work is ready for final inspection and acceptance, the Designer and Project Representative, with the Contractor, shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Construction Representative shall complete a final acceptance report and the Contractor will be

directed to submit a final Application and Certification for Payment. If the Owner approves the same, the entire balance shall be due and payable, with the exception of deductions as provided for under Article 5.4.

1. Where the specifications provide for the performance by the Contractor of (certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of climatic conditions, such test shall may be considered as required under the provisions of the specifications, Section 013300 and this contract may be substantial Full payment will not be made until the tests have been made and the equipment and system is finally accepted. If the tests are not completed when scheduled, the Owner may deduct 150% of the value of the tests from the final payment.
2. The final payment shall not become due until the Contractor delivers to the Construction Representative:
 - a) A complete file of releases, on the standard form included in the contract documents as "Final Receipt of Payment and Release Form", from subcontractors and material suppliers evidencing payment in full for services, equipment and materials, as the case may require, if the Owner approves, or a consent from the Surety to final payment accepting liability for any unpaid amounts.
 - b) An Affidavit of Compliance with Prevailing Wage Law, in the form as included in this contract specifications, properly executed by each subcontractor, and the Contractor
 - c) Certified copies of all payrolls
 - d) As-built drawings
3. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a claim including all costs and a reasonable attorney's fee.
4. Missouri statute requires prompt payment from the Owner to the Contractor within thirty calendar days and from the Contractor to his subcontractors within fifteen calendar days. Failure to make payments within the required

time frame entitles the receiving party to charge interest at the rate of one and one half percent per month calculated from the expiration of the statutory time period until paid.

5. The value of all unused unit price allowances and/or 150% of the value of the outstanding work items, and/or liquidated damages may be deducted from the final pay request without executing a Contract Change. Any unit price items which exceed the number of units in the contract may be added by Contract Change.

ARTICLE 6 -- INSURANCE AND BONDS

ARTICLE 6.1 -- BOND

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

ARTICLE 6.2 – INSURANCE

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

B. Minimum Scope and Extent of Coverage

1. General Liability

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

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

2. Automobile Liability

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

3. Workers' Compensation and Employer's Liability

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

4. Builder's Risk or Installation Floater Insurance

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

Contractor shall maintain sufficient insurance to cover the full value of the work and materials as the work progresses, and shall furnish Owner copies of all endorsements. If Builder's Risk Reporting- Form of Endorsement is used, Contractor shall make all reports as required therein so as to keep in force an amount of insurance which will equal the replacement cost of the work, materials, equipment, supplies, temporary structures, and other property covered thereby; and if, as a result of Contractor's failure to make any such report, the amount of insurance so recoverable shall be less than such replacement cost, Contractor's interest in the proceeds of such insurance, if any, shall be subordinated to Owner's interest to the end that Owner may receive full reimbursement for its loss.

C. Minimum Limits of Insurance

1. General Liability

Contractor

\$2,000,000	combined single limit per occurrence for bodily injury, personal injury, and property damage
-------------	--

\$2,000,000	annual aggregate
-------------	------------------

2. Automobile Liability

\$2,000,000	combined single limit per occurrence for bodily injury and property damage
-------------	--

3. Workers' Compensation and Employers Liability

Workers' Compensation limits as required by applicable State Statutes (generally unlimited) and minimum of \$1,000,000 limit per accident for Employer's Liability.

General Liability and Automobile Liability insurance may be arranged under individual policies for the full limits required or by a combination of underlying policies with the balance provided by a form-following Excess or Umbrella Liability policy.

D. Deductibles and Self-Insured Retentions

All deductibles, co-payment clauses, and self-insured retentions must be declared to and approved by the Owner. The Owner reserves the right to request the reduction or elimination of unacceptable deductibles or self-insured retentions, as they would apply to the Owner, and their respective officers, officials, agents, consultants and employees. Alternatively, the Owner may request Contractor to procure a bond guaranteeing

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

E. Other Insurance Provisions and Requirements

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

1. General Liability

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

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

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

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

2. Automobile Insurance

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

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

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

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

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

3. Workers' Compensation/Employer's Liability

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

4. All Coverages

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

F. Insurer Qualifications and Acceptability

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

G. Verification of Insurance Coverage

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

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

ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

ARTICLE 7.1 - FOR SITE CONDITIONS

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

ARTICLE 7.2 - FOR CAUSE

A. Termination or Suspension for Cause:

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

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

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

ARTICLE 7.3 -- FOR CONVENIENCE

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

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

B. Upon receipt of notification, the Contractor shall:

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

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

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

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

SECTION 007300 - SUPPLEMENTARY CONDITIONS

1.0 GENERAL:

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

2.0 CONTACTS:

Project Manager: Bill Edwards
Missouri National Guard – CFMO Office
6819 A. North Boundary Rd.
Jefferson City, MO 65102
Email: billy.j.edwards66.nfg@army.mil

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 2 complete sets of drawings and specifications at no charge.
- B. The Owner will furnish the Contractor with approximately 2 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.

7.0 OFF-SITE BORROW & SPOIL DEPOSIT SITES FOR FEDERALLY FUNDED PROJECTS:

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

- A. The Contractor is required to use only the designated site described in the Contract Documents. If another off-site area is proposed by the Contractor, the Contractor must provide written certification to the Division of Facilities Management, Design and Construction Project Representative that the proposed borrow or spoil site has been cleared of environmental concerns in accordance with all applicable Federal and State laws and regulations. These include but are not limited to the following: Clean Water Act; the Endangered Species Act; the National Historic Preservation Act (NHPA) (The site must have Section 106 Clearance); the Farmland Protection Act; Resource Conservation and Recovery Act; Comprehensive Environmental Response; Compensation and Liability Act; and RSMo Chapter 194, Section 194.400, Unmarked Human Burial Sites. Certifications shall include clearance letters and other evidence of coordination with the appropriate regulatory agencies. The Missouri Historic

Preservation Office, PO Box 176 Jefferson City, MO 65102, may be contacted to provide assistance with the NHPA and cultural resource issues pertaining to the borrow and spoil site regulations. The Missouri State Historic Preservation Office can provide a list of qualified and certified archaeologists to assist in borrow and spoil site investigations.

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

**SECTION 007333 – NATIONAL GUARD - 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.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (4) in every subcontract or purchase order. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

8.0 Prohibition of Segregated Facilities

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

9.0 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.

10.0 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.

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

- (1) A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. pt. 1986 Comp., p. 189) and 12689 (3

C.F.R. pt. 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (2) The contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- (3) The contractor must comply with 2 C.F.R. pt. 180, subpart C and the regulations of the granting Federal Agency regarding suspension and debarment and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (4) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (5) By submitting a bid, the bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12.0 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.

13.0 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>.

14.0 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.

15.0 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.

16.0 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.

17.0 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.

18.0 Energy Conservation

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

19.0 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.

20.0 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.

21.0 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.

22.0 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.

23.0 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.

24.0 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.

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

The Owner is the recipient of an award of Federal financial assistance from a program for infrastructure for this project. Pursuant to the Build America, Buy America Act of the Infrastructure Investment and Jobs Act

(“IIJA”), Pub. L. No. 117-58, none of the funds provided under the Federal award may be used unless the requirements of the domestic content procurement preference outlined below are met. Therefore, the Contractor shall ensure the following:

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

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

Waivers

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

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

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

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

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

Definitions

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

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

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

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

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

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

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

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

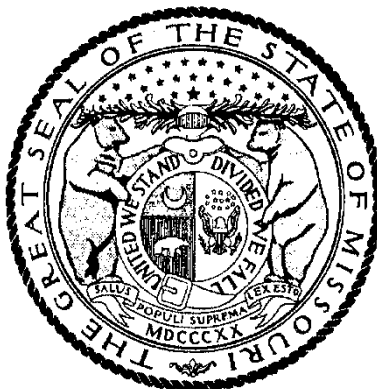
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

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

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 33

Section 051
JOHNSON COUNTY

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

Original Signed by

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2026

Last Date Objections May Be Filed: April 9, 2026

Prepared by Missouri Department of Labor and Industrial Relations

JOHNSON COUNTY

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$58.12
Boilermaker	\$27.66*
Bricklayer - Stone Mason	\$27.66*
Carpenter	\$67.65
Lather	
Linoleum Layers & Cutter	
Millwright	
Pile Driver	
Cement Mason	\$27.66*
Plasterer	
Communication Technician	\$27.66*
Electrician (Inside Wireman)	\$79.22
Electrician (Outside Lineman)	\$27.66*
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Elevator Constructor	\$27.66*
Glazier	\$54.09
Iron Worker	\$73.67
Laborer	\$54.20
Laborer - First Semi-Skilled	
Laborer - General	
Laborer - Second Semi-Skilled	
Laborer - Skilled	
Mason	\$27.66*
Marble Finisher	
Marble Mason	
Terrazzo Finisher	
Terrazzo Worker	
Tile Finisher	
Tile Setter	
Operating Engineer	\$68.93
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group III - A	
Operating Engineer - Group IV	
Operating Engineer - Group V	
Painter	\$27.66*
Plumber	\$85.86
Pipe Fitter	
Roofer/WaterProofer	\$63.13
Sheet Metal Worker	\$82.81
Sprinkler Fitter - Fire Protection	\$27.66*
Truck Driver	\$27.66*
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters Group IV	

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

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

JOHNSON COUNTY

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$27.66*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$27.66*
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Laborer	\$54.33
Laborer - General	
Laborer - Skilled	
Operating Engineer	\$64.35
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group IV	
Truck Driver	\$54.80
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters 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 shown on the Building Construction Rate Sheet.

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

SECTION 011000 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project Whiteman AFB Readiness Center – Construct Solar Array.
 - 1. Project Location: One Attack Avenue, Knob Noster, MO 65305.
 - 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 **07/10/26** were prepared for the Project by Clark & Enersen.
- C. The Work consists of a 60KW photovoltaic array, ground-mounted on a bed of gravel and surrounded by a concrete mow strip. The Project includes two Alternates: Alternate #1, add additional photovoltaic modules for an 80KW array, and Alternate #2, add EV charging stations.
- D. The Work will be constructed under a single prime contract.

1.3 WORK SEQUENCE

- A. The Work will be conducted in one phase.

1.4 CONTRACTOR USE OF PREMISES

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

1.5 OCCUPANCY REQUIREMENTS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 011000

SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 WEATHER ALLOWANCE

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

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

1.4 FACILITY INTERRUPTION ALLOWANCE

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

1.5 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, Designer of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Designer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Designer from the designated supplier.

1.6 SUBMITTALS

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

1.7 COORDINATION

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

1.8 [LUMP-SUM] ALLOWANCES

- A. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

- A. Weather Allowance: Included within the completion period for this Project 10 bad weather” days.
- B. Facility Interruption: Included within the completion period for this Project 7 “facility interruption” days.

END OF SECTION 012100

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: *Add 20kW additional photovoltaic modules for an 80K W array.*
- B. Alternate No. 2: *Install (1) Level 2 & (1) Level 3 electrical vehicle charging stations.*

END OF SECTION 012300

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 REQUESTS FOR INFORMATION

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

1.4 MINOR CHANGES IN THE WORK

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

1.5 PROPOSAL REQUESTS

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

1.6 CHANGE ORDER PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013100 – COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 COORDINATION

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

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

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

1.4 SUBMITTALS

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

1.5 PROJECT MEETINGS

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

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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013115 - PROJECT MANAGEMENT COMMUNICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Project Management Communications: The Contractor shall use the Internet web-based project management communications tool, Trimble Unity Construct® (Formerly eBuilder) 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 Trimble Unity Construct® (Formerly eBuilder) as provided by "Trimble Unity Construct®" 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: Trimble Unity Construct® (Formerly eBuilder) 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/BIM files, processes or design information distributed in this system is intended only for the project specified herein.
- D. Purpose: The intent of using Trimble Unity Construct®(Formerly eBuilder) 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 Trimble Unity Construct (Formerly eBuilder) New Company/User Request Form located at the following web site: <https://oa.mo.gov/facilities/vendor-links/contractor-forms>. Completed forms shall be emailed to the following email address: OA.FMDCE-BuilderSupport@oa.mo.gov.
 2. Authorized users will be contacted directly and assigned a temporary user password.
 3. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
- F. Administrative Users: Administrative users have access and control of user licenses and all posted items. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE! Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).
- G. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using Trimble Unity Construct® (Formerly eBuilder) to send messages. Communication functions are as follows:
1. Document Integrity and Revisions:
 - a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
 - b. The system shall make it easy to identify revised or superseded documents and their predecessors.
 - c. Server or Client-side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.
 2. Document Security:
 - a. The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties communication except for Administrative Users. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!
 3. Document Integration:
 - a. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.
 4. Reporting:
 - a. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.
 5. Notifications and Distribution:

- a. Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document distribution to parties outside of the project communication system shall be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.
- 6. Required Document Types:
 - a. RFI, Request for Information.
 - b. Submittals, including record numbering by drawing and specification section.
 - c. Transmittals, including record of documents and materials delivered in hard copy.
 - d. Meeting Minutes.
 - e. Application for Payments (Draft or Pencil).
 - f. Review Comments.
 - g. Field Reports.
 - h. Construction Photographs.
 - i. Drawings.
 - j. Supplemental Sketches.
 - k. Schedules.
 - l. Specifications.
 - m. Request for Proposals
 - n. Designer's Supplemental Instructions
 - o. Punch Lists
- H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches documents shall be submitted by transmission in electronic form to the Trimble Unity Construct® (Formerly eBuilder) web site by licensed users.
 - a. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Subcontractors 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 Subcontractors 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 Subcontractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.
- I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:

1. Providing suitable computer systems for each licensed user at the users normal work location¹ with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
2. Each of the above referenced computer systems shall have the following minimum system² and software requirements:
 - a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
 - 1) Operating System: Windows XP or newer
 - 2) Internet Browser: Internet Explorer 6.01SP2+ (Recommend IE7.0+)
 - 3) Minimum Recommend Connection Speed: 256K or above
 - 4) Processor Speed: 1 Gigahertz and above
 - 5) RAM: 512 mb
 - 6) Operating system and software shall be properly licensed.
 - 7) Internet Explorer version 7 (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.
 - 8) Adobe Acrobat Reader (current version is a free distribution for download).
 - 9) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION 013115

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

² The minimum system herein will not be sufficient for many tasks and may not be able to process all documents and files stored in the Trimble Unity Construct® (Formerly eBuilder) Documents area.

SECTION 013200 – SCHEDULE – BAR CHART

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS – (Not Applicable)

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

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

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

3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

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

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

3.3 SCHEDULE OF SUBMITTALS

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

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

3.4 SCHEDULE OF INSPECTIONS AND TESTS

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

END OF SECTION 013200

SECTION 013300 – SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTAL PROCEDURES

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

1.4 SHOP DRAWINGS

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

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

1.5 PRODUCT DATA

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

1.6 SAMPLES

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

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

1.7 QUALITY ASSURANCE DOCUMENTS

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

1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REQUIRED SUBMITTALS

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

SPEC SECTION	TITLE	CATEGORY
013200	Schedules	Construction Schedule
013200	Schedules	Schedule of Values
013200	Schedules	List of Subcontractors
013200	Schedules	Major Material Suppliers
260500	Electrical General Provisions	Test Report
260500	Electrical General Provisions	Certification
260500	Electrical General Provisions	Shop Drawings
260501	Basic Materials and Methods	Shop Drawings
260519	Conductors	Product Data
260526	Grounding System	Product Data
260526	Grounding System	Shop Drawings
260533	Raceways	Product Data
262416	Panelboards	Product Data
262416	Panelboards	Shop Drawings
263100	Photovoltaic Collectors	Product Data
263100	Photovoltaic Collectors	Shop Drawings
312000	Earth Moving	Product Data
312000	Earth Moving	Test Report
312219	Site Grading	Sample
312219	Site Grading	Test Report
311313	Concrete Paving	Shop Drawings
329200	Turf and Grasses	Product Data
329200	Turf and Grasses	Certification
329200	Turf and Grasses	Test Report
329400	Rock Mulch	Sample

END OF SECTION 013300

SECTION 013513.28 - SITE SECURITY AND HEALTH REQUIREMENTS (MONG)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 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 badges

3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS

- A. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.
 - 1. Onsite burning is prohibited.
 - 2. The Contractor shall store all flammable or hazardous materials in proper containers located outside the buildings or offsite, if possible.
 - 3. The Contractor shall provide and maintain, in good order, during construction fire extinguishers as required by the National Fire Protection Association. In areas of flammable liquids, asphalt, or electrical hazards, 15-pound carbon dioxide or 20-pound dry chemical extinguishers shall be provided.
- B. The Contractor shall not obstruct streets or walks without permission from the Owner's Construction Representative and Facility Representatives.
- C. The Contractor's personnel shall not exceed the speed limit of 15 mph while at the Facility unless otherwise posted.
- D. The Contractor shall take all necessary, reasonable measures to reduce air and water pollution by any material or equipment used during construction. The Contractor shall keep volatile wastes in covered containers and shall not dispose of volatile wastes or oils in storm or sanitary drains.
- E. The Contractor shall keep the project site neat, orderly, and in a safe condition at all times. The Contractor shall immediately remove all hazardous waste and shall not allow rubbish to accumulate. The Contractor shall provide onsite containers for collection of rubbish and shall dispose of it at frequent intervals during the progress of the Work.
- F. Fire exits, alarm systems, and sprinkler systems shall remain fully operational at all times, unless written approval is received from the Owner's Construction Representative and the appropriate Facility Representative at least twenty-four (24) hours in advance. The Contractor shall submit a written time schedule for any proposed shutdowns.
- G. For all hazardous materials brought onsite, Material Safety Data Sheets shall be on site and readily available upon request at least a day before delivery.
- H. Alcoholic beverages or illegal substances shall not be brought upon the Facility premises. The Contractor's workers shall not be under the influence of any intoxicating substances while on the Facility premises.

3.3 SECURITY CLEARANCES AND RESTRICTIONS

A. FMDC CONTRACTOR BACKGROUND AND ID BADGE PROCESS

1. All employees of the Contractor and Subcontractor(s) are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration (OA), Division of Facilities Management, Design and Construction's (FMDC) Contractor Screening program to enter the interior of a state office building unescorted. If no access to the interior of the building is needed, background screening is not required. FMDC reserves the right to prohibit any employee of the Contractor or Subcontractor(s) 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, Subcontractor(s), and their employees must comply with the process for background checks and contractor ID badges found on FMDC's website at: <https://oa.mo.gov/facilities/facilities-operations/security-information/fmdc-contractor-background-and-id-badge>.
3. Effective June 1, 2026, FMDC requires all forms to be submitted via the online application system and will no longer accept any other submission format for these required forms. The Contractor or Subcontractor shall submit a signed Missouri Applicant Fingerprint Privacy Notice, Authorization for Release of Information Confidentiality Oath, State Identification Badge Agreement, and a forward-facing photo with no headwear or face coverings and a solid neutral background for each employee at least 45 days prior to the expected project start date to initiate the background check process via FMDC's website at: <https://oa.mo.gov/facilities/facilities-operations/security-information/fmdc-contractor-background-and-id-badge>.
4. The Contractor or Subcontractor shall pay for the cost of such background checks.
5. All employees of the Contractor and Subcontractor(s) approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site.
6. Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2023. 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 and Subcontractor'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.
7. 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, 2023. 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.
8. The Contractor or Subcontractor shall require its employees to report all arrests or convictions to the contractor immediately, and the contractor shall notify the state agency at FMDCContractorScreenings@oa.mo.gov within five (5) calendar days of the arrest or conviction.
9. 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 Subcontractor or provide the Contractor or Subcontractor any information obtained from a background check, either

- verbally or in writing. FMDC will notify the Contractor or Subcontractor only whether an employee is approved to work on State property.
10. The Contractor shall notify FMDC via email to FMDCContractorScreenings@oa.mo.gov if an employee is terminated or resigns from employment with the Contractor or Subcontractor. If the Contractor or Subcontractor does not anticipate performing work on a State contract in the future, the Contractor and Subcontractor must 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.
 11. Upon award of a Contract, the Contractor and Subcontractor(s) should contact FMDC at FMDCContractorScreenings@oa.mo.gov to determine if its employees need to provide a new background check. If a Contractor's or Subcontractor'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, depending upon the circumstances. The Contractor and Subcontractor(s) understand and agree 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.

3.5 PROTECTION OF PERSONS AND PROPERTY

A. SAFETY PRECAUTIONS AND PROGRAMS

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

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

B. SAFETY OF PERSONS AND PROPERTY

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

Representative and Architect. The Contractor shall hold regularly scheduled safety meetings to instruct Contractor personnel on safety practices, accident avoidance and prevention, and the Project Safety Program. The Contractor shall furnish safety equipment and enforce the use of such equipment by its employees and its subcontractors of any tier.

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

END OF SECTION 013513.28

SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for construction facilities and temporary controls including temporary utilities, support facilities, security, and protection.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Water service and distribution
 - 2. Temporary electric power and light
 - 3. Temporary heat
 - 4. Ventilation
 - 5. Telephone service
 - 6. Sanitary facilities, including drinking water
 - 7. Storm and sanitary sewer
- C. Support facilities include, but are not limited to, the following:
 - 1. Field offices and storage sheds
 - 2. Temporary roads and paving
 - 3. Dewatering facilities and drains
 - 4. Temporary enclosures
 - 5. Hoists and temporary elevator use
 - 6. Temporary project identification signs and bulletin boards
 - 7. Waste disposal services
 - 8. Rodent and pest control
 - 9. Construction aids and miscellaneous services and facilities
- D. Security and protection facilities include, but are not limited to, the 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:
 - 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:
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 ¾" (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100' (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.

- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- G. 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. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
 - 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
 - 4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Change Order.

- B. Temporary Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
 - 1. Sterilization: Sterilize temporary water piping prior to use.
- C. 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.
- D. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.
 - 1. Install electric power service underground, except where overhead service must be used.
 - 2. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125V, AC 20ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
- E. 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.
- F. 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.
- G. Temporary Heating: Provide temporary heat required by construction activities for curing or drying of completed installations or for protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
 - 1. Heating Facilities: Except where the Owner authorizes use of the permanent system, provide vented, self-contained, LP gas or fuel-oil heaters with individual space thermostatic control.
 - 2. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.
- H. 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.
- I. Temporary Telephones: Provide temporary telephone service throughout the construction period for all personnel engaged in construction activities.

1. Telephone Lines: Provide telephone lines for the following:
 - a. Where an office has more than two (2) occupants, install a telephone for each additional occupant or pair of occupants.
 - b. Provide a dedicated telephone for a fax machine in the field office.
 - c. Provide a separate line for the Owner's use.
 2. At each telephone, post a list of important telephone numbers.
- J. Temporary Telephones: The Owner will provide telephones within the facility. All construction personnel will be allowed access only to those specific telephones designated by the Construction Representative.
- K. Temporary Toilets: Install self-contained toilet units. Use of pit-type privies will not be permitted. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
1. Shield toilets to ensure privacy.
 2. Provide separate facilities for male and female personnel.
 3. Provide toilet tissue materials for each facility.
- L. Temporary Toilets: Use of the Owner's existing toilet facilities will be permitted, so long as facilities are cleaned and maintained in a condition acceptable to the Owner. All construction personnel will be allowed access only to those specific facilities designed by the Construction Representative. At substantial completion, restore these facilities to the condition prevalent at the time of initial use.
- M. Temporary Toilets: The Owner will provide toilets and associated facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
- N. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a health and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
1. Provide paper towels or similar disposable materials for each facility.
 2. Provide covered waste containers for used material.
 3. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
- O. Wash Facilities: The Owner will provide wash facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
- P. Drinking-Water Facilities: Provide drinking-water fountains where indicated, including paper cup supply.
- Q. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.
1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45°F to 55°F (7°C to 13°C).

- R. Drinking-Water Facilities: The Owner will provide drinking water facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
- S. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

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. Furnish and equip office as follows:
 - 1. Furnish with a desk and chairs, a 4-drawer file cabinet, plan table, plan rack, and a 6-shelf bookcase.
 - 2. Equip with a water cooler and private toilet complete with water closet, lavatory, and medicine cabinet unit with a mirror.
- C. Storage facilities: Install storage sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere onsite.
- D. Storage Facilities: Limited areas for storage of building materials are available onsite. Available storage areas are shown on the drawings. The Contractor shall provide his own security. Specific locations for storage and craning operations will be discussed at the Pre-Bid Meeting and the Pre-Construction Meeting.
- E. 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.
- F. Storage Facilities: No areas for storage of building materials can be made available onsite except for on the roof. Loads shall not exceed the loading limits as stated on the drawings. Roofing materials must be craned onto the roof from dedicated parking spaces as arranged by the Contractor with the City; costs of all such arrangements shall be paid by the Contractor. The Contractor shall provide his own security as he finds necessary. Specific locations for storage and craning operations will be discussed at the Pre-Bid Meeting and the Pre-Construction Meeting.
- G. Storage Facilities: No areas for storage of building materials can be made available onsite. The Contractor shall provide for all storage offsite. All off-site storage locations shall be approved by the Construction Representative. The Contractor shall provide his own security as he finds necessary. The Construction Representative shall have access to the off-site storage at all times.

- H. Temporary Paving: Construct and maintain temporary roads and paving to support the indicated loading adequately and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas, and parking where the same permanent facilities will be located. Review proposed modifications to permanent paving with the Designer.
1. Coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.
 2. Install temporary paving to minimize the need to rework the installations and to result in permanent roads and paved areas without damage or deterioration when occupied by the Owner.
 3. Delay installation of the final course of permanent asphalt concrete paving until immediately before Substantial Completion. Coordinate with weather conditions to avoid unsatisfactory results.
 4. Extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration, and supervision.
- I. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.
- J. Construction Parking: Contractors must be prepared to discuss their storage and parking needs at the Pre-Bid Meeting. Parking for construction personnel cannot be provided onsite. All parking will be offsite. The Contractor will have to park on the street, in city-owned lots, or in commercial lots. Under no circumstances will any vehicle be parked in a fire lane. Parking on lawns shall be prohibited.
- K. 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.
- L. 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.

- M. 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.
- N. Temporary Elevator Use: Refer to Division 14 for Elevators.
- O. Temporary Elevator Use: The Owner will allow use of elevators within the building. All construction personnel will be allowed access only to those specific elevators designated by the Construction Representative.
- P. Project Identification and Temporary Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.
 - 1. Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.
 - 2. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.
- Q. Temporary Exterior Lighting: Install exterior yard and sign lights so signs are visible when Work is being performed.
- R. 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.
- S. Rodent Pest Control: Before deep foundation work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Employ this service to perform extermination and control procedures are regular intervals so the Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- T. Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished, permanent stairs with a protective covering of plywood or similar material so finishes will be undamaged at the time of acceptance.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Designer.
- B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”.

1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one (1) extinguisher on each floor at or near each usable stairwell.
 2. Store combustible materials in containers in fire-safe locations.
 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
 4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the Project complete installation of the permanent fire-protection facility including connected services and place into operation and use. Instruct key personnel on use of facilities.
- D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.
- E. 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.
 2. Provide plywood fence, 8' (2.5m) high, framed with (4) 2"x4" (50mm x 100mm) rails, and preservative-treated wood posts spaced not more than 8' (2.5m) apart.
- F. Covered Walkway: Erect a structurally adequate, protective covered walkway for passage of persons along the adjacent public street. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction.
1. Construct covered walkways using scaffold or shoring framing. Provide wood plank overhead decking, protective plywood enclosure walls, handrails, barricades, warning signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage. Extend the back wall beyond the structure to complete the enclosure fence. Paint and maintain in a manner acceptable to the Owner and the Designer.
- G. 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.
- H. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or

polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION AND REMOVAL

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

END OF SECTION 015000

SECTION 017400 – CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. General
 - 1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
 - 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
 - 3. At least once each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
 - 4. Provide adequate storage for all items awaiting removal from the job site, 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 on the site. 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 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.

- B. Related Requirements:

- 1. Section 01 10 00 "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
 - 2. Section 31 10 00 "Site Clearing" for site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

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

1.4 MATERIALS OWNERSHIP

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

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

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

1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Use of elevator and stairs.
 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Predemolition Photographs or Video: Submit before Work begins.

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

- A. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 2. Arrange to shut off indicated utilities with utility companies.
 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
- B. Existing Services/Systems to Be Remain: Where services and systems that are to remain are impacted by the removal or demolition of other work (i.e. removal of ceiling grid that support lights and/or diffusers), the Contractor shall restore the services and systems back to original operation and/or location using materials, supports, and requirements outlined in the project specifications without additional compensation.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly.
- B. Removed and Salvaged Items:
1. Store items in a secure area until delivery to Owner.
 2. Transport items to Owner's storage area designated by Owner.
 3. Protect items from damage during transport and storage.
- C. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

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

END OF SECTION 02 41 19

SECTION 26 05 00 - ELECTRICAL GENERAL PROVISIONS

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 work of this Section.

1.2 DESCRIPTION OF WORK

- A. The work included under this Section consists of providing all labor, materials, supervision, and construction procedures necessary for the installation of the complete electrical systems required by these specifications and/or shown on the drawings of the contract.
- B. The Contract Drawings are shown in part diagrammatic intended to convey the scope of work, indicating the intended general arrangement of equipment, conduit, and outlets. Follow the drawings in laying out the work and verify spaces for the installation of the materials and equipment based on the dimensions of actual equipment furnished. Whenever a question exists as to the exact intended location of outlets or equipment, obtain instructions from the Engineer before proceeding with the work.

1.3 QUALITY ASSURANCE

Installers shall have at least 2 years of successful installation experience on projects with electrical installation work similar to that required by the project. All equipment and materials shall be installed in a neat and workmanlike manner and shall be aligned, leveled, and adjusted for satisfactory operation.

1.4 REFERENCES

- A. The design, manufacture, testing, and method of installation of all equipment and materials furnished under the requirements of this specification shall conform to the following codes, standards and regulations, etc.:
 - 1. Safety and Health Regulations for Construction.
 - 2. Occupational Safety and Health Standards, National Consensus Standards and Established Federal Standards.
 - 3. National Electrical Code (NEC).
 - 4. American National Standards Institute (ANSI).
 - 5. National Electric Manufacturer's Association (NEMA).
 - 6. Institute of Electrical and Electronic Engineers (IEEE).
 - 7. National Fire Protection Association (NFPA).
 - 8. Insulated Cable Engineers Association (ICEA).
 - 9. American Society for Testing and Materials (ASTM).
 - 10. Life Safety Code NFPA #101.
 - 11. Underwriters Laboratories, Inc. Standards (UL).
 - 12. Factory Mutual Engineering Corporation or other recognized National Laboratories.
 - 13. National Electrical Safety Code (NESC).
- B. The latest adopted edition by the local and state inspection authorities of all standards and specifications listed above shall apply.
- C. Furthermore, the electrical work shall be in accordance with all applicable National and State Standards, and Local Codes and Building Ordinances. The electrical work shall merit the approval of the enforcing authorities having jurisdiction.

1.5 MATERIALS AND EQUIPMENT

- A. Electrical materials and equipment for the entire project shall meet the requirements specified under the Supplementary Conditions Section of this specification.
- B. Equipment and fixtures shall be connected to provide circuit continuity in accordance with applicable Codes whether or not each piece of conductor, conduit, or protective device is shown between such items of equipment or fixtures and the point of circuit origin.
- C. The electrical work includes the installation or connection of certain materials and equipment furnished by others. Verify all connection details.
- D. All equipment over 50 pounds shall be provided with adequate lifting means.

PRODUCTS (NOT USED)

EXECUTION

1.6 ACCESS TO EQUIPMENT

- A. Starters, switches, receptacles, pull boxes, etc. shall be located to provide easy access for operation, repair and maintenance. If the devices listed above are concealed, access doors shall be provided.

1.7 SUBMITTALS

- A. Test Reports: Provide the tests as outlined in this specification and all other tests necessary to establish the adequacy, quality, safety, completed status, and suitable operation of each electrical system. Provide the Engineer with a complete schedule of all tests.
 - 1. Ground Rod Test: Immediately after installation, test driven grounds and counterpoises with a ground resistance direct-reading single-test megger, using the AC fall-of-potential method and two reference electrodes. Orient the ground to be tested and the two reference electrodes in a straight line spaced 50 feet apart. Drive the reference electrodes five feet deep. Disconnect the ground rod to be tested from other ground systems at the time of testing. Submit the results, date of test, and soil conditions to the Engineer in writing immediately after testing.
 - 2. The Contractor shall submit the above completed reports to the Engineer, noting all deviations from the requirements listed below:
 - a. Plus or minus five percent variation between nominal system voltage and no load voltage, or plus or minus five percent variation between no load and full load voltage.
 - b. Plus five-percent variation between rated and actual motor current.
 - c. Plus or minus ten percent variation between average phase current and measured individual phase current. The Contractor shall balance phase currents of all distribution equipment within the tolerances specified.
 - d. Insulation resistance between conductors and ground of not less than 1,000,000 Ohms.
 - 3. Final Corrections: Correct promptly any failure or defects revealed by these tests as determined by the Engineer. Reconduct tests on corrected items as directed by the Engineer.
- B. Operation and Maintenance Manuals: Operation and Maintenance Manuals shall be provided according to Division 1 requirements. In general, during the time of the contract, and before substantial completion of the electrical installation, submit to the Engineer the number of copies described in the Division 1 specifications and the General and Supplemental Conditions copies of descriptive literature, maintenance recommendations (from the equipment manufacturer), data on initial operation, wiring diagrams, performance curves, engineering data and tests, operating procedures, routine maintenance procedures,

and parts lists for each item of electrical equipment installed under this contract and submit all manufacturer's guarantees and warranties.

- C. Shop Drawings: The Contractor shall furnish shop drawing portfolios and proper transmittal forms for all materials, equipment, and lighting fixtures to be incorporated in the work in accordance with the General Conditions, Supplementary Conditions, and all other applicable Conditions.
1. Shop drawings on component items forming a system or that are interrelated shall be submitted at one time as a single submittal in order to demonstrate that the items have been properly coordinated and will function properly as a system. A notation shall be made on each shop drawing submitted as to the item's specific use, either by a particular type number referenced on the drawings or in the specifications, by a reference to the applicable paragraph of the specifications, or by a description of its specific location. The shop drawings shall be organized and bound into sets with each set collated.
 2. Delegated design and shop drawings for the photovoltaic system and the electric vehicle chargers components denoted in the construction documents shall be provided by the contractor.
 3. The Engineer shall have the final authority as to whether the equipment or material submitted is equal to the specified item. Proposed substitutions may be rejected for aesthetic reasons if felt necessary or desirable. In the event the proposed substitutions are rejected, the Contractor shall furnish the specified item.
- D. A coordination study shall be provided by the contractor for this project. The study shall include maximum short circuit calculations, a complete coordination analysis, and settings for all protective devices with adjustable set points. The protective device settings must address the need to minimize arc flash hazards while maintaining proper system coordination. The coordination study shall be based on the specific devices installed and include (but not be limited to) the following:
1. Service Entrance Equipment.
 - a. All overcurrent protective devices installed in service entrance panels/switchboards.
 2. Feeder Circuits.
 - a. All three (3) phase feeder circuit overcurrent protective devices.
 3. Branch Circuits.
 - a. All three (3) phase branch circuit overcurrent protective devices. installed with a rating equal to or greater than 30 amps.
 - b. All motor circuit overcurrent protective devices for motors with a rating equal to or greater than 10 horse power.
 4. Format
 - a. The preliminary coordination study should be submitted to the Owner's Representative no later than six (6) weeks after overcurrent protective device shop drawings have been reviewed.
 - b. The coordination study shall be reviewed and updated to reflect any changes within one week of the final electrical walk through for project.
 - c. The low voltage coordination study shall include the stamp or seal and signature of the preparing engineer, and shall be reviewed by the Engineer of Record.
 - d. A complete set of manufacturers' descriptive literature and detailed instructions for adjusting overcurrent protective devices shall be provided to the Owner's Representative within six (6) weeks after overcurrent protective device shop drawings have been approved.

- e. The low voltage coordination study shall be provided using the SKM Systems Analysis, Inc SKM Power Tools Electrical Engineering Software (PTW 32).
 - f. Prior to project completion, the low voltage coordination study shall be provided to the Owner's Representative in both hard copy and on computer disk. The hard copy shall include time current curves (for phase and ground fault settings) for each panel and the corresponding TCC report clearly showing each device set point. The computer disk shall include the complete coordination file including all device curves (use the SKM "Project - Backup" command).
- E. All overcurrent protective devices feeding the emergency system(s) shall be selectively coordinated in accordance with the applicable version of NEC article 700. Selective coordination is required to the 0.10 second level. At least one manufacturer's equipment has been evaluated during design to ensure selective coordination. If an equipment manufacturer has a conflict with selective coordination they shall bring this to the attention of the design engineer a minimum of 10 business days prior to the bid date.**
- F. A low voltage Arc Flash Hazard Analysis shall be provided by the contractor for this project. The analysis shall be based on the specific equipment installed, and shall be updated to include project "as built" documentation. Where the arc flash hazard/risk category is equal to or greater than level 3, the overcurrent protective device coordination study shall be reviewed and recommendations shall be provided to reduce the hazard/risk level. The analysis shall be based on the specific devices installed and include (but not be limited to) the following:
- 1. Service Entrance Equipment.
 - a. All overcurrent protective devices installed in service entrance panels/switchboards.
 - 2. Feeder Circuits.
 - a. All three (3) phase feeder circuit overcurrent protective devices.
 - 3. Branch Circuits.
 - a. All three (3) phase branch circuit overcurrent protective devices installed with a rating equal to or greater than 30 amps.
 - b. All motor circuit overcurrent protective devices for motors with a rating equal to or greater than 10 horse power.
 - 4. The project shall include printed waterproof labels for equipment that lists the specific arc flash hazard/risk category at each location.
 - 5. Format
 - a. A preliminary Arc Flash Hazard Analysis should be submitted to the Owner's Representative no later than six (6) weeks after the overcurrent protective device shop drawings have been reviewed.
 - b. The Arc Flash Hazard Analysis shall be reviewed and updated to reflect any changes and corrections to conductor length within one week of the final electrical walk through for the project.
 - c. The low voltage arc flash hazard analysis shall include the stamp or seal and signature of the preparing engineer, and shall be reviewed by the Engineer of Record.
 - d. Owner approved Arc Flash Hazard warning labels shall be furnished and installed prior to project completion.
 - e. The low voltage arc flash hazard analysis shall be provided using the SKM Systems Analysis, Inc SKM Power Tools Electrical Engineering Software (PTW 32).

- f. Prior to project completion, the low voltage arc flash hazard analysis shall be provided to the Owner's Representative in both hard copy and on computer disk. The hard copy shall clearly show each device set point. The computer disk shall include the complete coordination file including all device curves (use the SKM "Project - Backup" command).

1.8 EXISTING UTILITIES

- A. The Contractor shall verify the location of all existing utilities with the Owner and Utility providers prior to commencing excavation work. In addition, the contractor is responsible for locating and maintaining all existing utilities without damage. Fully coordinate all new underground utility work with existing utilities on the site. The drawings and survey data of the contract documents indicate the available information on the existing power and communication services, and on new services to be provided to the project by utility provider. Accuracy of this information is not assured.

1.9 ELECTRICAL PRODUCT COORDINATION

- A. Refer to Division 2 through Division 32 and the electrical drawings for the power characteristics required and available for the operation of each power-consuming item of equipment. Coordinate purchases to ensure uniform interface with every item requiring electrical power.

1.10 CUTTING AND PATCHING

- A. The Electrical Contractor shall be responsible for all cutting and patching of holes in building construction which are required for the passage of electrical work. Cutting and patching shall conform to the requirements of Division 1 and, if applicable, Division 2 of these specifications.
- B. Cutting of structural framing, walls, floors, decks and other members intended to withstand stress is not permitted.

1.11 PAINTING, FINISHING

- A. Painting of electrical work exposed in occupied spaces, except mechanical and electrical machine rooms and maintenance/service spaces; and work exposed on the exterior of the facility is specified and performed under other divisions of these specifications.
- B. Factory finishes, shop priming, and special protective coatings are specified in the individual equipment specification sections.
- C. Where factory finishes are provided on equipment and no additional field painting is specified, all marred or damaged surfaces shall be touched up or refinished so as to leave a smooth, uniform finish at the time of final inspection.

1.12 EXCAVATION AND BACKFILLING

- A. Contractor shall perform all excavation and backfilling necessary to install the required electrical work. Coordinate the work with other excavating and backfilling work in the same area. Except as indicated otherwise, comply with the applicable sections in Division 31 of these specifications, excavation filling and backfilling (for structures) to 5' outside the building line, and exterior utilities sections for beyond 5' from the building line.
- B. Landscape work, pavement, flooring and similar exposed finish work that is disturbed or damaged by excavation shall be repaired and restored to their original condition by the Contractor.

1.13 CONDUITS AND SUPPORT, GENERALLY

- A. Conduits, except electrical conduits run in floor construction, shall be run parallel with or perpendicular to lines of the building unless otherwise noted on the drawings. Electrical conduits shall not be hung on hangers with any other service, unless specifically approved by the Engineer. Electrical conduits shall be hung above all other service pipes. Hangers on different service lines running close to and parallel with each other shall be in line with each other and parallel with, or perpendicular to, the lines of the building. Exact location of electric outlets, piping, ducts, and the like shall be coordinated to avoid interferences between lighting fixtures, piping, ducts, and similar items.

1.14 ACCESS PANELS

- A. Furnish and install panels for access to junction boxes and similar items where no other means of access, such as a readily removable, sectional ceiling is shown or specified.
- B. Panels shall not be less than 12-inches by 16-inches in size. Larger panels shall be furnished where required. Panels in tile or other similar patterned ceilings shall have dimensions corresponding to the tile or pattern module.

1.15 INSTALLATION OF EQUIPMENT

- A. Install and connect all appliances and equipment as specified and indicated for this project, in accordance with the manufacturers' instructions and recommendations. Furnish and install complete electric connections and devices as recommended by the manufacturer or required for proper operation.

1.16 ELECTRICAL DEMOLITION

- A. Refer to Division 01 Sections for general demolition requirements and procedures.
- B. Refer to the drawings for additional demolition requirements.
- C. Disconnect, demolish, and remove electrical systems, equipment and components specified under Divisions 26 and as indicated on the drawings.
 - 1. For conductors serving devices shown to be removed: Disconnect the device and remove all conduit and conductors back to the panel or to the next device shown to remain or as required by actual circuiting.
 - 2. Coordinate all phasing and related electrical system outages with the Owner and all other disciplines.
 - 3. For mechanical equipment indicated shown to be removed on either the mechanical and/or the electrical plans: Disconnect the equipment and remove all conduit, conductors and associated electrical supply equipment. Remove conduit and conductors back to the panel or the next device shown to remain or as required by actual circuiting.

1.17 COORDINATION

- A. Coordinate the electrical work with work of the different trades so that:
 - 1. Interferences between mechanical, electrical, architectural, and structural work, including existing services, will be avoided.
 - 2. Within the limits indicated on the drawings, the maximum practicable space for operation, repair, removal and testing of electrical and other equipment will be provided.
 - 3. Pipe, conduits, ducts, and similar items, shall be kept as close as possible to ceiling, walls, and columns, to take up a minimum amount of space. Pipes, conduits, ducts, and similar items shall be located so that they will not interfere with the intended use of other equipment.
- B. Furnish and install, without additional expense to the Owner, all offsets, fittings and similar items

necessary in order to accomplish the requirements of coordination.

- C. Before any sleeves or inserts are set, or any electrical equipment or foundations are installed, prepare and submit for approval composite coordination drawings for all equipment rooms, and other areas in which work of two or more trades or subcontractors is to be installed and in which the probability of interference exists. Drawings shall show the work of all trades covered, shall be drawn to a scale not smaller than 1/2" = 1'-0", and shall show clearly in both plan and elevation that all work can be installed without interference.
- D. Any work installed prior to approval of coordination drawings shall be at the Contractor's risk. Subsequent relocations required to avoid interference's shall be made without additional expense to the Owner.

1.18 SINGULAR NUMBER

- A. Where any device or part of equipment is herein referred to in the singular number (such as "the switch"), such reference shall be deemed to apply to as many such devices as are required to complete the installation as shown on the drawings.

1.19 WARRANTY

- A. Refer to the General Conditions section of this Specification for warranty requirements and information.

1.20 CLOSE OUT AND OPERATION INSTRUCTIONS

- A. Sequence operations properly so that all work of this project will not be damaged or endangered. Operate each item of equipment and each system in a test run of appropriate duration to demonstrate sustained, satisfactory performance. Adjust and correct operations as required for proper performance.
- B. Conduct a full-day walk-through instruction seminar for the Owner's personnel to be involved in the continued operation and maintenance of electrical equipment and systems. Explain the identification system, operational diagrams, emergency and alarm provisions, sequencing requirements, security, safety, efficiency and similar features of the systems.
- C. At the time of substantial project completion, turn over the prime responsibility for operation of the electrical equipment and systems to the Owner's operating personnel. Until the time of final acceptance, provide full time operating personnel, who are completely familiar with the work, to consult with and continue training the Owner's personnel.

SUBSTITUTIONS

- D. All proposals shall be based on providing and installing the materials or items of equipment which are hereinafter specified by name and/or manufacturer. Substitutions, for materials or items of equipment specified, will not be allowed, unless approved by Engineer prior to (14 days before) bid date.
- E. Refer to Instructions to Bidders for complete requirements for substitutions.

1.21 AS-BUILT DRAWINGS

- A. Contractor shall provide the Owner with as-built drawings for all electrical systems as described in these specifications and/or shown on the Drawings.

END OF SECTION 26 05 00

SECTION 26 05 01- BASIC MATERIALS AND METHODS

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 work of this Section.

1.2 DESCRIPTION OF WORK

- A. The extent of Basic Materials and Methods is indicated by the drawings and specifications. Basic materials are defined but not limited to cable and conduit seals, outlet boxes, pull boxes, conduit fittings, safety switches, and fuses.

1.3 QUALITY ASSURANCE

- A. Manufacturers: All materials shall be new, unused, and unweathered, and of the quality specified. Materials shall be standard products of manufacturer's regularly engaged in the production of such equipment and shall be the manufacturer's latest standard design.
- B. Installer: All equipment and materials shall be installed in a neat and workmanlike manner, shall be complete in both effectiveness and appearance, whether finally concealed or exposed and shall be executed by experienced mechanics.

1.4 REFERENCES

- A. The electrical work shall conform to all applicable sections of standards, codes and specifications promulgated by organizations listed below.
 - 1. Occupational Safety and Health Standard, National Consensus Standards and Established Federal Standards
 - 2. National Electrical Code (NEC)
 - 3. National Electric Manufacturer's Association (NEMA)
 - 4. American Society for Testing of Materials (ASTM)
 - 5. Underwriters Laboratories, Inc. Standards (UL)
 - 6. Factory Mutual Engineering Corporation or other Recognized National Laboratories

1.5 SUBMITTALS

- A. Shop drawings: Prepare a set of shop drawings showing manufacturers product data for all component parts specified in this Section.

PART 2- PRODUCTS

- 2.1 Equipment and Materials Furnished by Others: Certain materials and equipment for this project will be furnished under other divisions. These materials and equipment, which are shown or noted on the plans, will be installed and/or connected under this Division. It shall be incumbent upon this Contractor to become familiar with all of the materials and equipment that will be furnished under other Divisions, but which will be installed and/or connected under this Division.

- 2.2 Cable and Conduit Seals: Seals shall be provided around all conduits and cables which penetrate smoke walls, fire walls, and floors. Nelson Flameseal System shall be used to seal penetrations of electrical cables and conduits.
- A. Materials used shall be flameseal putty, ceramic fiber insulation and where rigid support on large oversized openings is required, ceramic fiber board. Board shall be rigid and able to withstand temperatures in excess of 2000 degrees F.
 - B. Accessory hardware shall be provided as required on oversized openings.
 - C. Follow manufacturers instructions in selecting the type of seals and accessories. Also follow the manufacturers instructions on installation of the cable and conduit seals. Equal quality equipment by OZ Gedney and 3M shall be acceptable.
- 2.3 Outlet Boxes, Pull Boxes and Conduit Fittings: Furnish and install outlet boxes, pull boxes, and conduit fittings as described below. Catalog numbers shown are Appleton Electric Company; Steel City, O.Z. Gedney, and Raco, are equally acceptable.
- A. OUTLET BOXES

1.	Lighting Boxes (concealed)	No. 40-3/4
2.	Lighting Boxes (concrete)	OCR Series
3.	Lighting Boxes (exposed)	4S-3/4 or 40-3/4
4.	Flush Switches, Receptacles Telecommunications and Flush Junction Boxes	No. 4S-3/4 with separate extension plaster ring; M*-250 in masonry construction (* refers to number of devices in the box)
5.	Weatherproof type Switch, Receptacle and Telecommunications Boxes (exposed)	FS Series w/FS cover and neoprene gasket.
6.	Switch, Receptacle and Telecommunications Boxes (exposed)	4S-3/4 with 8360 or 8370 series raised surface cover.
 - B. Extension and plaster rings shall be installed as required by the NEC.
 - C. Outlet boxes shall comply with the National Electrical Code in regard to the allowable fill.
- 2.4 PULL BOXES
- A. Pull boxes shall be fabricated of code gauge galvanized sheet metal and shall be sized in accordance with the National Electrical Code requirements or as shown on the drawings. Provide removable cover on the largest access side of the box. In-line conduit pull boxes may be O.Z., Type PBW, or equal. Provide pull boxes at all code required locations, and as needed to aid in cable pulling.
- 2.5 SAFETY SWITCHES

- A. Furnish and install heavy duty type safety switches, having the electrical characteristics, ratings and modifications shown on the drawings. All switches shall have:
- B. NEMA 1 general purpose enclosures unless otherwise noted for all interior applications;
- C. NEMA 3R rainproof enclosures unless otherwise noted for all exterior applications;
- D. NEMA 4/4X stainless steel enclosures unless otherwise noted in all animal holding, cage wash rooms, treatment rooms and kitchens;
- E. Fully rated neutral assemblies;
- F. Equipment grounding kits;
- G. Metal nameplates, front cover mounted that contain a permanent record of switch type, catalog number and H.P. ratings with both standard and time delay fuses;
- H. Handle that is padlockable in "OFF" position;
- I. Non-teasible, positive quick-make, quick-break mechanism;
- J. UL approval and shall bear the UL label;
- K. All fusible switches shall have Class R Fuse rejection clips.
- L. Safety switches, as manufactured by the following, will be equally acceptable, but all safety switches furnished by this Contractor shall be the product of one manufacturer:
 - 1. Square D Company
 - 2. General Electric
 - 3. Cutler Hammer
 - 4. Siemens

2.6 FUSES

- A. Fuses shall be furnished and installed in each fused switch, and shall be rated as shown on the drawings.
- B. Provide fuses according to the following and in accordance with recommendations of manufacturers whose equipment is being protected:
 - 1. Provide UL Class L current limiting time-delay fuses rated 600-volts, 60 Hz, 601 to 6000 amps, with 200,000A RMS symmetrical interrupting current rating for protecting transformers, motors and circuit breakers. (Similar to Buss Low-Peak fuses.)
 - 2. Provide UL Class L current limiting fast-acting fuses rated 600-volts, 60 Hz, 601 to 6000 amps, with 200,000A RMS symmetrical interrupting current rating for protecting service entrances and main feeder circuit breakers. (Similar to Buss Limitron fuses.)
 - 3. Provide UL Class RK1 current limiting, dual-element, time-delay fuses rated 600-volts, 60 Hz, 1/10 to 600 amps, with 200,000A RMS symmetrical interrupting current rating for protecting motors and circuit breakers. (Similar to Buss Low-Peak fuses.)

4. Provide UL Class RK1 current-limiting fuses rated 250-volts, 60 Hz, 1/10 to 600 amps, with 200,000A RMS symmetrical interrupting current for protecting motors and circuit breakers. (Similar to Buss Low-Peak fuses.)
 5. Provide UL Class J current-limiting fuses rated 600-volts, 60 Hz, 1 to 600 amps, with 200,000A RMS symmetrical interrupting current rating for protecting circuits with no heavy inrush current where reduced dimension devices are required.
 6. Provide UL Class H fuses rated 600-volts, 60 Hz, 1/10 to 600 amps, with 10,000A RMS symmetrical interrupting current rating for protecting general purpose light duty feeders.
 7. Provide UL Class T fuses rated 600-volts, 60 Hz, 1 to 1,200 amps, with 200,000A RMS symmetrical interrupting current rating for protection of non-motor loads where reduced dimension devices are required.
- C. Three spare fuses shall be furnished for each size and type used. Each fused switch shall be provided with a mastic backed label clearly identifying the type and size of fuse required.

PART 3- EXECUTION

3.1 PRODUCT INSTALLATION, GENERAL

- A. Except where more stringent requirements are indicated, comply with product manufacturer's installation instructions and recommendations, including handling, anchorage, assembly, connections, cleaning and testing.

3.2 MOUNTING HEIGHTS

- A. Mounting heights to the center of the box above finished floor for the items listed below shall be as follows, unless otherwise shown. All other device mounting heights shall be as shown on the drawings. All devices shall be mounted in accordance with ADA (Americans with Disabilities Act) requirements.
- | | |
|--|---|
| B. Flush tumbler switches and lighting controls | 46" |
| C. Switches in concrete block | 46" |
| D. Switches over wainscot | 6" above 48" wainscot |
| E. Convenience outlets | 18" mounted vertically with ground prong slot at bottom |
| F. Safety switches | 54" |
| G. Motor controllers | 54" |
| H. Panelboards to top | 72" |
| I. Telecommunications outlets | 18" |
| J. Telecommunications outlets
(pay and wall type) | 54" for non-ADA type
44" for ADA type |
| K. Clock outlets 8' ceiling | 84" |
| 9' ceiling | 96" |

- | | | |
|----|---|--------------------------------------|
| L. | Receptacles above counters | 8" above counters mounted vertically |
| M. | Convenience outlets in mechanical, electrical, telecommunications, janitor and elevator machine rooms | 48" |
| N. | Exterior W.P. convenience outlets | 24" above grade mounted |
| O. | Fire alarm pull station | 46" |
| P. | Fire alarm horn, speaker, bell chime
And/or strobe | 84" |
| Q. | Intercom System Pushbutton Stations | 46" |
| R. | Card Readers | 46" |
| S. | Contractor shall check all equipment layouts and verify exact mounting heights. | |

3.3 CUTTING AND PATCHING FLOORS, WALLS OR CEILINGS

- A. Cutting, patching, repairing, and finishing of carpentry work, metal work, or concrete work, etc., which may be required for this work shall be done by craftsmen skilled in their respective trades. When cutting is required, it shall be done in such a manner as not to weaken walls, partitions, or floors. Holes required to be cut in floors must be drilled without breaking out around the holes. Cutting, patching, and painting shall conform to the requirements of the General Conditions section of this Specification.
- B. Cutting of structural framing, walls, floors, decks, or other members intended to withstand stress is not permitted.
- C. Sleeves through floors or walls shall be black iron pipe and shall be flush with finished faces of floors, walls or ceilings. Sleeves shall be sized to accommodate raceways indicated.
- D. Use care in piercing water proofing. After the part piercing the waterproofing has been set in place, seal openings, and make absolutely watertight.

3.4 SLEEVES

- A. Sleeves shall be used to accommodate conduit or tubing where conduit or tubing pass through newly poured concrete walls or slabs.
- B. All sleeves through floors and walls shall be black iron pipe, flush with walls or finished floors; and of sizes to accommodate the raceways shown. Sleeves through outside walls above grade shall be caulked with approved caulking compound. Sleeves shall not be required through on grade slabs.
- C. For raceways which enter buildings below grade, install manufactured floor and thruwall seals, similar to Type "FSK" or "WSK" as manufactured by O.Z. Electric Manufacturing Co.

- D. **For raceways that penetrate into the animal area, provide gas-tight and water-tight penetrations to maintain the integrity of the environment.**

3.5 INSTALLATION METHODS

- A. Conductors shall be installed in concealed raceways except as shown otherwise on the drawings or specified to be otherwise in these specifications. Exposed conduits and wires shall be installed parallel or perpendicular to building surfaces. Conduits and wires in the space above ceilings shall be supported adequately and shall not be laid on the top of ceiling systems. Conduits and wires installed above ceilings shall be considered exposed.
- B. Electrical conduits shall not be hung on hangers with any other service foreign to the electrical systems, nor shall they be attached to other foreign services.
- C. The lighting and power branch circuit conductors shall be installed in separate raceway systems unless specifically shown or noted otherwise.
- D. Equipment Bases. Provide concrete equipment bases for all floor mounted equipment furnished under this contract. Concrete bases shall be 3-1/2"-inches high unless noted otherwise and shall extend 3-inches beyond all sides of the unit. Trowel all edges at a 45 degree angle. This work shall be done in accordance with Division 3 of the specifications by the Division 26 Contractor. Bases shall be provided for switchboards, motor control centers, transformers and all other floor mounted equipment.
- E. Outlet Box Locations. Outlet boxes shall be located so they are not placed back-to-back in the same wall, and in metal stud walls, are separated by at least one stud space in order to limit sound transmission from room to room. Outlet boxes installed on opposite sides of fire rated walls shall be spaced at least 24" apart.

3.6 WIRING - NUMBER OF WIRES REQUIRED

- A. The number of wires for lighting and receptacle branch circuits is shown on the drawings. The number of wires in any circuit is determined in accordance with the National Electrical Code, and wiring is provided to perform all functions of the devices being installed. Additionally, wires shall be provided as required by the contract documents, i.e. equipment grounds, etc. Provide the number of wires required for a complete and workable system.

3.7 PROTECTION FROM WEATHER

- A. Raceway stub ups shall be capped or otherwise protected from moisture and debris until such time that the conductors are pulled. Conductors shall not be installed in raceways until the building is protected from the weather, all concrete and plastering is completed, and raceways in which moisture has collected have been swabbed or blown out.

3.8 ELECTRICAL ROOM COORDINATION

- A. Where a number of electrical panels and/or related electrical items are shown, the Electrical Contractor shall coordinate the physical sizes with his equipment suppliers to ensure that there is adequate space for the items shown to be installed in those areas and that all Code required clearances are maintained.
- B. The Contractor shall rearrange the equipment layout to achieve full use of the available space prior to installing conduit stub ups. Where a conflict or rearrangement exists, the Contractor shall submit a proposed revised layout of the area to the Engineer.

3.9 NAMEPLATES

- A. Nameplates shall be provided for all items such as panelboards, cabinets, motor controllers (starters), safety switches, separately enclosed circuit breakers, individual breakers and controllers in switchboards and motor control centers, control devices and other significant equipment
- B. Nameplates shall be 1"x 2-1/2" laminated black phenolic resin with a white core with engraved lettering, a minimum of 3/16-inch high. Manufacturers factory installed nameplates shall be acceptable provided all information is furnished.
- C. Nameplates shall identify the equipment item that the device is serving and also from where the device is being fed from. Nameplates shall also identify the system voltage of the item of equipment.
- D. Namesplates shall also be provided listing calculated SCCR at the main service distribution equipment and elevator controllers in accordance with NEC requirements.

3.10 RACEWAY SUPPORTS

- A. Raceways shall be securely supported and fastened in place with pipe straps, wall brackets, caddy clips, hangers or trapeze hangers at intervals specified in Section 26 05 33 "RACEWAYS" or:
 - 1. As shown on the drawings.
 - 2. As may be required by special adverse field conditions.
- B. Spring tension clamps on building steel work may be used only by special permission.
- C. Fastenings shall be by wood screws or screw-type nails to wood; by toggle bolts on hollow masonry units; by expansion bolts on concrete or brick; by machine screws or welded threaded studs on steel work. Nail-type nylon anchors or threaded studs driven in by a powder charge and provided with lock washers and nuts may be used in lieu of expansion bolts or machine wood screws. Threaded C-clamps shall not be used. Raceways or pipe straps shall not be welded to steel structures. Holes cut in reinforced concrete beams or in concrete joists shall avoid cutting the main reinforcing bars. Holes not used shall be filled. In partitions of light steel construction, sheet-metal screws may be used, and bar hangers may be attached with saddle ties of not less than No. 16 AWG double strand zinc-coated steel wire. No raceway shall be attached to the suspended ceiling construction. Conduits shall be fastened to all sheet-metal boxes and cabinets with two locknuts and insulating bushings.

3.11 BOX SUPPORTS

- A. Boxes and supports shall be fastened to wood with wood screws or screw-type nails of equal holding strength, with bolts and expansion shields on concrete or brick, with toggle bolts on hollow masonry units, and with machine screws or welded studs on steel work. Plastic expansion shields shall not be used. Threaded studs driven in by powder charge and provided with lockwashers and nuts may be used in lieu of wood screws, expansion shields, or machine screws. In open overhead spaces, cast metal boxes threaded to raceways need not be separately supported except where used for fixture support; cast metal boxes having threadless connectors and sheet metal boxes shall be supported directly from the building structure or by bar hangers. Raceways shall be supported with an approved type fastener not more than 24-inches from the box. Penetration into reinforced concrete beams and into reinforced-concrete joists shall avoid cutting any main reinforcing steel.

3.12 LIGHTING FIXTURE SUPPORTS

- A. Lighting fixtures shall be supported as follows and in accordance with all applicable Codes and Regulations:
1. By fixture studs or other devices securely attached to outlet box, or;
 2. By special hangers designed and intended for use as lighting fixture supports, or;
 3. By a special clip or device attached to the ceiling system grid designed to secure the lighting fixture in place or;
 4. By other methods and devices designed and intended for use as lighting fixture support, or;
 5. As shown on the drawings.
 6. All lighting fixtures installed in grid type suspended ceiling systems, shall be positively attached to the ceiling system with clips that are UL listed for the application. In addition, a minimum of four (4) ceiling support system rods or wires shall be provided for each light fixture and shall be installed not more than six (6) inches from fixture corners. Provide two (2) No. 9 gage hangers from each fixture housing to the building structure above (wires may be installed slack). Light fixtures that weigh more than 56 pounds shall be supported directly from the structure above by UL listed and approved hangers. Light fixtures that are smaller than the ceiling grid shall be installed at locations indicated on the reflected ceiling plans, or shall be installed in the center of the ceiling panel and shall be supported independently by at least two metal channels that span and are secured to the ceiling system.
 7. Suspended lighting fixtures shall be supported directly from the building structure without using suspended ceilings as support systems. Support systems shall be UL listed and approved for the specific installation. Where pendants or rods exceed 48 inches in length, brace support systems to limit swinging.
- B. The lighting fixture support system detail shall be submitted with and be a part of the lighting fixture shop drawing submittal.
- C. Lighting fixtures shall not be supported from the leg of pre-cast pre-stressed concrete.

END OF SECTION 26 05 01

SECTION 26 05 19 - CONDUCTORS

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 work in this Section.
- B. This Section is a Division 26 "Basic Materials and Methods" section, and is part of each Division 26 section making reference to conductors.

1.2 Description of Work: Extent of electrical wire and electrical cable work is indicated by drawings and schedules. Types of wire, cable and connectors in this Section include the following:

- A. Conductors
- B. Power-limited circuit cable
- C. Service entrance cable

1.3 QUALITY ASSURANCE

- A. Manufacturers: Firms regularly engaged in the manufacture of electric wire and cable products of types and ratings required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Installer: Qualified with at least 3 years of successful installation experience on projects with electrical wiring work similar to that required for this project.

1.4 REFERENCES

- A. NEC Compliance: Comply with NEC as applicable to construction and installation of electrical wire, cable and connectors.
- B. UL Compliance: Comply with UL standards pertaining to wire cable and connectors.
- C. UL Labels: Provide electrical wires, cables and connectors which have been UL-listed and labeled.
- D. NEMA/ICEA Compliance: Comply with applicable portions of NEMA/Insulated Cable Engineers Association Standards pertaining to materials, construction and testing of wire and cable.
- E. ANSI/ASTM: Comply with applicable portions of ANSI/ASTM standards pertaining to construction of wire and cable.
- F. IEEE Compliance: Comply with applicable portions of IEEE standards pertaining to wire and cable.
- G. NECA Compliance: Comply with NECA's "Standard of Installation."

1.5 SUBMITTALS

- A. Submit manufacturer's data on electric wire and cable.

PART 2- PRODUCTS

- 2.1 Manufacturers: Subject to compliance with requirements, provide products of one of the following (for each type of wire, cable and connector):

- A. WIRE AND CABLE:

- 1. Advance Wire and Cable, Inc.
- 2. Cerro Wire and Cable, Co.
- 3. Electrical Conductors, Inc.
- 4. General Cable Corp.
- 5. Hitemp Wires, Inc.
- 6. Rome Cable Corp.
- 7. Southwire Company
- 8. The Okonite Company
- 9. Encore Wire

- B. CONNECTORS:

- 1. Amp, Inc.
- 2. Burndy Corp.
- 3. Eagle Electric Mfg. Co., Inc.
- 4. Gould, Inc.
- 5. Ideal Industries, Inc.
- 6. Joselyn Mfg. and Supply Co.
- 7. O-Z/Gedney Co.
- 8. Pyle National Co.
- 9. Thomas and Betts Co.

2.2 WIRE, CABLE, AND CONNECTORS

- A. General: Except as otherwise indicated, provide wire, cable and connectors of manufacturer's standard materials, as indicated by published product information; designed and constructed as recommended by manufacturer, and as required for the installation.

- B. WIRE:

- 1. All conductors shall be 600-volt and shall be copper, soft drawn, annealed, having a conductivity of not less than 98% pure copper with dual rated type THHN/THWN insulation unless otherwise specified or indicated on the drawings.
- 2. No wire shall be smaller than No. 12 AWG, except wiring for signal and pilot control circuits, and pre-manufactured fixture whips for light fixtures.
- 3. All wire No. 12 & No. 10 AWG shall be solid unless otherwise indicated within these specifications. All wire No. 8 AWG and larger shall be stranded.
- 4. All wiring installed in light poles or other areas subject to vibration shall be stranded.
- 5. Wire sizes shown are minimum based on code requirements, voltage drop and/or other considerations. Larger sizes may be installed at the Contractor's option to utilize stock size,

provided conduit sizes are increased where necessary to conform to the National Electrical Code. Sizes of wires and cables indicated or specified are American Wire Gage (Brown and Sharpe).

6. All feeder and branch circuit wiring shall be color-coded as follows:

<u>PHASE</u>	<u>120/208 VOLT</u>	<u>277/480 VOLT</u>
A	Black	Brown
B	Red	Orange
C	Blue	Purple
Neutral	*White	*White
Ground	Green	Green

*Except as provided in paragraph 200.6 of the NEC.

C. ALUMINUM WIRE:

1. Aluminum conductors shall not be substituted for copper conductors.
2. Aluminum conductors may be substituted for copper conductors size No. 250 MCM and larger in accordance with the following:
 - a. The size of the enclosing conduit must be increased, if necessary, to accommodate the aluminum conductors.
 - b. Equipment must be provided with aluminum conductor connections and the proper terminators or lugs must be used.
 - c. The following schedule shall be used for substitution from copper to aluminum conductors:

<u>WIRE SIZE COPPER</u>	<u>EQUIV. ALUMINUM WIRE SIZE</u>
No. 250 MCM	No. 400 MCM
No. 300 MCM	No. 500 MCM
No. 350 MCM	No. 500 MCM
No. 400 MCM	No. 600 MCM NOTE 1
No. 500 MCM	No. 750 MCM NOTE 1

NOTES: 1. Equivalent parallel combination permitted.

- d. All aluminum cable splices and terminations No. 3/0 AWG and larger shall be made with solderless compression type connectors, UL-listed for aluminum or AL/CU, and having no steel components unless they have qualified under UL Standard 486B. Compression type lugs shall be used wherever space permits, preferably with two-hole tongs for No. 4/0 AWG and larger, one-hole for No. 3/0 AWG and smaller. If mechanical lugs installed in vendor-supplied equipment are sized for copper, or have any steel components, unless they have met the requirements of UL 486B, connection shall be made with an adapter UL-listed for the purpose, or by pig-tailing a short length of copper conductor to the aluminum feeder with a UL-listed AL/CU aluminum alloy compression type splice connector sized for the conductors.

D. CONNECTIONS

1. Wire connections shall be as follows unless otherwise indicated on the drawings.
 - a. Use preinsulated connectors 3M Company "Scotchlok," or Ideal Industries, Inc. "super nut," for splices and taps in conductors No. 10 AWG and smaller. All other twist-on

connectors must be reviewed by the Architect prior to installation. Use this type of connector for factory-made splices in fixtures or equipment.

- b. Pressure indent type connectors must be submitted to the Architect for review.
- c. Tape all splices and joints with vinyl plastic tape manufactured by Minnesota Mining and Manufacturing Company. Use sufficient tape to secure insulation strength equal to that of the conductors joined.
- d. Keep splices in underground junction boxes to an absolute minimum. Where splices are necessary, use resin pressure splices and resin splicing kits manufactured by the 3M Company, St. Paul, Minnesota, to totally encapsulate the splice. Arrange the splicing kit to minimize the effects of moisture.
- e. Connect wire No. 6 AWG and larger to panels and apparatus by means of approved lugs or connectors.
- f. Connect wire No. 10 AWG and larger to panels, motors and electrical apparatus using OZ (or equivalent) type XL set screw type lugs. Lugs shall accommodate full wire capacity for stranded conductors. All connections and connectors shall be solderless.
- g. Connectors of the porcelain cup type with or without metal inserts shall not be used, including all splices in fixtures which are made in advance by the fixture manufacturer. Splices in wire No. 8 AWG and larger shall be made with approved solderless lugs. If any type of pressure indent type connector is proposed for use on any size conductor, it shall be specifically submitted for approval prior to use.

PART 3- EXECUTION

3.1 INSTALLATION

- A. General: Install electric cables, wires and connectors as indicated in compliance with manufacturer's written instructions, applicable requirements of the NEC and NECA's "Standard of Installation", and in accordance with recognized industry practices.
- B. Coordinate cable and wire installation work with electrical raceway and equipment installation work, as necessary for proper interface.
- C. Conductors shall be continuous from outlet to outlet and no splices shall be made except within outlet or junction boxes. Junction boxes may be utilized wherever required.
- D. Splicing: No splicing or joints will be permitted in either feeder or branch circuits except at outlet or accessible junction boxes.
- E. Wire shall not be installed in raceways until the concrete work and plastering is completed and all conduits in which moisture has collected have been swabbed out. Insulation resistance to ground shall not be less than that approved by NEC. Eliminate splices wherever possible.
- F. Use pulling compound or lubricant where necessary. Compound must not deteriorate conductor insulation.
- G. Prior to energization, check cable and wire for continuity of circuitry, and for short circuits. Correct malfunctions when detected.
- H. Bury a continuous, pre-printed, bright colored plastic ribbon cable marker with each underground cable, regardless of whether conductors are in conduit. Locate each directly over cables 12" below finished grade.

- I. Conductor Installation: Install all conductors in a single raceway at one time, insuring that conductors do not cross one another while being pulled into raceway. Leave sufficient cable at all fittings or boxes and prevent conductor kinks. Keep all conductors within the allowable tension and exceeding the minimum bending radius.
- J. Conductor Support: Provide conductor supports as required by the code and recommended by the cable manufacturer. Where required, provide cable supports in vertical conduits similar to OZ Type C.M.T., and provide the lower end of conduit with OZ Type KVF ventilators.
- K. Conductor Termination: Provide all power and control conductors, that terminate on equipment or terminal strips, with solderless lugs or fork and flanged tongue terminals. Provide T and B "sta-kon" tongue terminal. This type conductor termination is not required when the equipment is provided with solderless connectors.
- L. Many circuits are shown on the drawings to be provided with dedicated neutral and ground conductors. Carefully review circuiting and the electrical abbreviations and symbols legend and provide the number of conductors indicated.**
- M. Unless otherwise indicated provide dedicated neutral conductors for all branch circuits. Neutral conductors shall not be shared between circuits. Where the drawings indicate shared neutral conductors, for a multi-wire branch circuit, group the breakers together in accordance with NEC requirements.**

3.2 CONDUCTOR ARCPROOFING

- A. Cover two or more power feeder cables occurring in the same switchboard section, junction box or pull box (including pull boxes over switchboards) with arcproof and flameproof tape.
- B. Provide 3M Company "Scotch" No. 77 tape or Plymouth Rubber Co. Slipknot No. 30 tape, to provide an installation capable of withstanding a 200-amp arc for not less than 30 seconds.
- C. Apply tape in a single layer, one-half lapped, or as recommended by the manufacturer to conform to the above requirements. Apply with the coated side next to the cable and hold in place with a random wrap of 1/2 inch wide, pressure-sensitive, glass cloth electrical tape, 3M Company "Scotch" No. 69. Tape to be color coded as specified previously.

END OF SECTION 26 05 19

SECTION 26 05 26 - GROUNDING SYSTEM

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 work of this Section.
- B. Division 26 "Basic Materials and Methods" sections apply to work of this Section.

1.2 DESCRIPTION OF WORK

- A. Extent of grounding work is indicated by the drawings and is specified herein.
- B. Applications of grounding work in this Section include the following:
 - 1. Underground Metal Piping
 - 2. Underground Metal Water Piping
 - 3. Metal Building Frames
 - 4. Ground Rods
 - 5. Separately Derived Systems
 - 6. Enclosures
 - 7. Equipment
- C. Requirements of this Section apply to electrical grounding work specified elsewhere in these specifications.

1.3 QUALITY ASSURANCE

- A. Manufacturers: Firms regularly engaged in manufacture of electrical connectors, terminals and fittings, of types and ratings required, and ancillary grounding materials, including stranded cable, copper braid and bus, ground rods and plate electrodes, whose products have been of satisfactory use in similar service for not less than three years.
- B. Installer: Qualified with at least three (3) years experience on projects with electrical grounding work similar to that required for this project.

1.4 REFERENCES

- A. NEC Compliance: Comply with NEC requirements as applicable to materials and installation of electrical grounding systems, associated equipment and wiring. Provide grounding products which are UL listed and labeled.
- B. UL Compliance: Comply with applicable requirements of UL Standard Nos. 467 and 869 pertaining to electrical grounding and bonding.
- C. IEEE Compliance: Comply with applicable requirements of IEEE Standard 142 and 241 pertaining to electrical grounding.

- D. Utility: Grounding shall be done so as to comply with all applicable grounding requirements and rules of the serving utility.
- E. NECA Compliance: Comply with NECA's "Standard of Installation."

1.5 SUBMITTALS

- A. Product Data: Submit manufacturers data on grounding systems and accessories.
- B. Shop Drawings: Submit layout drawings of grounding systems and accessories including, but not limited to, ground wiring, copper braid and bus, and ground rods.

PART 2- PRODUCTS

- 2.1 Acceptable Manufacturers: Subject to compliance with the requirements, provide grounding products of one of the following:
 - A. B-Line Systems
 - B. Burndy Corporation
 - C. Crouse Hinds
 - D. Electrical Components Div.; Gould Inc.
 - E. General Electric Supply Co.
 - F. Ideal Industries, Inc.
 - G. Thomas and Betts Corp.
 - H. Western Electric Co.
- 2.2 Grounding Systems: Except as otherwise indicated, provide electrical grounding systems indicated; with assembly of materials, including but not limited to cables/wires, connectors, terminals, ground rods/electrodes, bonding jumper braid, and additional accessories needed for a complete installation. Where more than one type unit meets indicated requirements, selection is installer's option. Where materials or components are not indicated, provide products complying with NEC, UL, IEEE and established industry standards for applications indicated.
- 2.3 Conductors: Unless otherwise indicated, provide electrical grounding conductors for grounding connections matching power supply wiring materials and sized according to NEC requirements.
- 2.4 Bonding Jumper Braid: Provide copper braid tape, constructed of 30 gage bare copper wires and properly sized for indicated applications.
- 2.5 Flexible Jumper Strap: Provide flexible flat conductor, 480 strands of 30 gage bare copper wire; 3/4" wide, 9-1/2" long; 48,250 cmil. Protect braid with copper bolt hole ends with hole sized for 3/8" dia. bolts.

- 2.6 Bonding Plates, Connectors, Terminals and Clamps: Provide electrical bonding plates, connectors, terminals, lugs and clamps as recommended by bonding plate, connector, terminal and clamp manufacturers for indicated applications.
- 2.7 Ground Rods: Provide steel ground rods with copper welded exterior, 3/4" dia. x 10'.
- 2.8 Electrical Grounding Connection Accessories: Provide electrical insulating tape, heat-shrinkable insulating tubing, welding materials, and bonding straps as recommended by accessories manufacturers for types of service indicated.

PART 3- EXECUTION

3.1 GENERAL

- A. Inspection: Installer must examine areas and conditions under which electrical grounding connections are to be made and notify the Architect/Engineer in writing of conditions detrimental to proper completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.
- B. General: Install electrical ground systems where shown, in accordance with applicable portions of the NEC, with NECA's "Standard of Installation", and in accordance with recognized industry practices to ensure that products comply with requirements and serve intended functions.
- C. Coordinate with other electrical work as necessary to interface installation of electrical grounding systems with other work.
- D. Grounding and bonding of electrical installations and specific requirements for systems, circuits and equipment required to be grounded shall be accomplished for temporary and permanent construction.
- E. Provide a separate green equipment ground conductor in all electrical raceways to effectively ground all fixtures, panels, receptacles, controls, motors, disconnect switches, exterior lighting standards and noncurrent carrying metal enclosures. The ground wires shall be connected to the building system ground. NEC Table 250-95 shall be used to size the ground conductor if the size is not shown on the drawings.
- F. To satisfy the "effective grounding" requirements of the NEC the path to ground from circuits, equipment, and conductor enclosures shall be permanent and continuous and shall have ample carrying capacity to conduct safely any currents liable to be imposed on it, and shall have impedance sufficiently low to limit the potential above ground and to facilitate the operation of the overcurrent devices in the circuit.
- G. Clean the contact surfaces of all ground connections.
- H. Where separately derived systems occur, ground the system to a grounding electrode acceptable to the code.
- I. Install metallic raceways mechanically and electrically secure at all joints and at all boxes, cabinets, fittings and equipment. At the point of electrical service entrance, bond all metallic raceways together, with a ground conductor, and connect to the system ground bus. Bond all boxes as specified for equipment.
- J. Receptacles: Permanently connect the ground terminal on each receptacle to the green ground conductor.

END OF SECTION 26 05 26

SECTION 26 05 33 - RACEWAYS

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 work of this Section.
- B. This Section is a Division 26 "Basic Materials and Methods" section, and is part of each Division 26 section making reference to electrical raceways specified herein.

1.2 DESCRIPTION OF WORK

- A. Extent of raceways is indicated by drawings and schedules.
- B. Types of raceways in this Section include the following:
 - 1. Electrical metallic tubing.
 - 2. Flexible metal conduit.
 - 3. Intermediate metal conduit.
 - 4. Liquid-tight flexible metal conduit.
 - 5. Rigid metal conduit.
 - 6. Rigid nonmetallic conduit.
 - 7. Surface metal raceways.

1.3 REFERENCES

- A. NEMA Compliance: Comply with applicable requirements of NEMA standards pertaining to raceways.
- B. UL Compliance and Labeling: Comply with provisions of UL safety standards pertaining to electrical raceway systems; and provide products and components which have been UL-listed and labeled. Each length of raceway shall bear the Underwriters Laboratories label.
- C. NEC Compliance: Comply with NEC requirements which are applicable to the construction and installation of raceway systems.
- D. NECA Compliance: Comply with NECA's "Standard of Installation".

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's data including specifications, installation instructions and general recommendations, for each type of raceway required.

PART 2- PRODUCTS

2.1 STEEL CONDUIT

- A. Steel Conduit: Rigid steel conduit, intermediate metal conduit and steel electrical metallic tubing shall be hot-dipped, galvanized or sheradized as manufactured by Youngstown Sheet and Tube Company, National Electric, General Electric, or equal.
- B. Joints: Non-insulated throat type compression fittings (connectors and couplings) shall be provided for electrical metallic tubing systems for conduits 2-1/2" or smaller. All fittings shall be of the steel type with steel locknuts equal to Appleton 7400 Series.
- C. Expansion Joints: Provide expansion fittings, O.Z. Type AX with bonding jumper for rigid conduit and O.Z. Type TX with bonding jumper for electrical metallic tubing. Where embedded raceways cross building expansion joints, provide combination deflection/expansion fittings, O.Z. Type AXDX, or equal.

2.2 RIGID NON-METALLIC (PVC) CONDUIT

- A. PVC (polyvinyl chloride) Conduit: Heavy wall rigid PVC conduit shall be composed of high impact PVC and shall conform to industry NEMA Standards and to Federal Specification WC-1094. Conduits shall be Carlon Schedule 40 type, or approved equal.

2.3 FLEXIBLE METAL CONDUIT

- A. Flexible metal conduit shall conform to UL1. It shall be formed from continuous length of spirally-wound, interlocked zinc-coated strip steel.
- B. **Pre-wired armored cabling, types AC or MC are not allowed.**

2.4 LIQUID-TIGHT, FLEXIBLE METAL CONDUIT

- A. Liquid-tight flexible metal conduit shall be constructed of a single strip, flexible, continuous, interlocked, and double-wrapped steel; galvanized inside and outside; and coated with an oil-resistant, liquid-tight thermoplastic jacket.
- B. Manufacturers: Subject to compliance with requirements, provide surface metal raceways of one of the following:
 1. B-Line Systems, Inc.
 2. Midland-Ross Corporation
 3. Power-Strut Division; Youngstown Sheet and Tube Company
 4. Square D Company
 5. Versa-Tech Corporation
 6. Walker/Parkersburg Division; Textron, Inc.
 7. Wiremold Company

PART 3- EXECUTION

3.1 GENERAL

- A. Install electric raceways where indicated; in accordance with manufacturer's written instructions, applicable requirements of the NEC and NECA's "Standard of Installation" and complying with recognized industry practices.

- B. Raceways embedded in concrete or in earth below floor slabs shall be rigid steel conduit, intermediate metal conduit or rigid schedule 40 PVC conduit. Rigid PVC conduit shall be provided with rigid metal or intermediate metal conduit elbows when the raceway system exits the concrete topping or earth.
- C. Electrical metallic tubing shall not be embedded in concrete or installed in earth.
- D. Rigid heavy wall Schedule 40 PVC conduit shall be installed in earth and concrete only.
- E. Raceways in outside walls (excluding building perimeter) or in refrigerated areas shall be rigid steel conduit, or intermediate metal conduit.
- F. Provide rigid steel conduit or intermediate metal conduit for exposed raceways from floor to eight feet above the floor in mechanical rooms and in areas designated on the plans.
- G. Rigid galvanized steel conduit or galvanized intermediate metal conduit shall be used where conduit is exposed to weather.
- H. **Rigid galvanized steel or intermediate metal conduit and cast boxes with external hubs shall be used to serve electrical devices located in all hazardous area environments.**
- I. Conduits in hazardous locations shall conform to the National Electrical Code. Rigid galvanized steel conduit or intermediate metal conduit shall be used in hazardous locations. PVC conduit shall not be used in hazardous areas.
- J. Rigid metal, intermediate metal, electric metallic tubing or PVC conduit where allowed in other section 3.1 paragraphs shall be used for feeders and branch circuits.
- K. Flexible metal conduit may be used to connect light fixtures in accordance with NEC requirements but must be limited to a maximum of 6'-0" in length. "Daisy chaining" from fixture to fixture is not permitted. Provide flexible metal conduit for connections to motors, transformers, generators, and other equipment subject to vibration. Length of flexible conduit shall be a minimum of one foot for conduit diameters up to 1-1/2". A minimum of 3" of flexible conduit shall be added for every 1/2" increase in conduit diameter. Flexible metal conduit installation shall be kept to a minimum in connecting other electrical equipment items. Sealtight, flexible conduit shall be used where the flexible conduit may be subject to moist or humid atmosphere, corrosive atmosphere, subject to water spray and subject to dripping oil, grease or water. **Flexible metal conduits shall not be permitted for any other applications, unless specifically approved by the Owner**
- L. Conduits shall be 1/2" diameter, minimum. Conduits shall be 3/4" diameter minimum when used under slab on grade, in slabs and in cast-in place structural members. Raceway sizes shown on the drawing are based on type THHN/THWN conductors.
- M. Type Material: Except as noted otherwise all conduit shall be steel.

3.2 INSTALLATION

- A. All raceways shall be installed concealed except where shown or noted otherwise.
- B. Concealed raceways may be embedded in concrete or routed below the slab, except as noted otherwise, or installed in furred spaces above ceilings or behind walls.

- C. At the Owner's option, concealed raceways may be embedded in concrete or routed below the slab. At the Contractor's option, concealed raceways may be installed in furred spaces above ceilings or behind walls.
- D. Continuity: Provide metallic raceways continuous from outlet to outlet, and from outlets to cabinets, junction or pull boxes. Enter and secure conduit to all boxes to provide electrical continuity from the point of service to outlets. Provide double locknut and bushing on terminals of metallic conduits.
- E. A nylon or polypropylene pull string shall be installed in all empty conduits to facilitate future installation of cabling.
- F. Provide accessible "seal-off" fittings for all raceways entering or leaving the animal facility area, hazardous areas, entering or leaving refrigerated areas and as otherwise required by the National Electrical Code.
- G. Where conduits penetrate the roof seal, they shall be installed in curbs provided for mechanical equipment. When this is not possible, suitable pitch pockets, lead flashing, or approved fittings shall be provided. Details for special conduit installations shall be as shown on the drawings.
- H. Reinforced Concrete: No reinforcing steel shall be displaced to accommodate the installation of raceways and outlet boxes. Outlet boxes shall not be installed in beams or joists. In general, all embedded conduits shall be located in the physical center of the particular section of concrete. Unless otherwise indicated, raceways embedded in reinforced concrete shall conform to the following usual types of conditions. Particular attention is called to the fact that there are many extenuating conditions where the Contractor may be instructed in writing during the course of the project not to place embedded conduits in certain areas, generally due to the possibility of unsightly cracking or for structural reasons. This instruction shall not entitle the Contractor to extra compensation. Any condition not covered by the following usual conditions shall require special clarification.

Location

Maximum Allowance

- | | |
|----------------------------------|--|
| 1. Columns | Displacement of 4 percent of plan area of column. |
| 2. Floors and Walls | Displacement of 1/3 of thickness of concrete spaced not less than three diameters on center. |
| 3. Beams and Joists | Displacement of 1/3 of least dimension, spaced not less than three diameters on center. |
| 4. Sleeves thru Floors and Walls | 2" maximum pipe size, not less than three diameters on center. |
- I. Plain Concrete: Raceways shall not be placed in plain concrete, such as cement toppings on structural floors without special instructions.
 - J. Furred Spaces: Raceways installed in furred spaces shall be installed in accordance with the requirements of the National Electrical Code. Do not anchor or strap conduits to the ceiling furring channels or attach to furred ceiling hanger wires. Raceways may be attached to the suspension system (wire hangers) of drop ceilings if installed in such a manner that the ceiling panels may be removed without interference with the raceway, and the wire hangers are sized to carry the additional raceway load.
 - K. Stub Ups: Extend conduit stubs at least one foot above slab or fill, before connection is made to electrical metallic tubing.

- L. Exterior Conduits: Install raceways a minimum of 42" below finished grade unless noted otherwise on the drawings.
- M. Provide marking of conduit and junction boxes to indicate which distribution system they are serving. The markings could be colored tape on conduit at or near junction boxes with different colored tapes indicating different distribution systems. Concealed junction boxes shall be legibly marked with a magic marker to indicate the panel and circuit number that junction box serves.
1. The distribution systems shall be color coded as follows:
 - a. Fire Alarm - Red
 - b. Nurse Call - Yellow
 - c. Paging System - Blue
 - d. 120/208 Volt - Green
 - e. 277/480 Volt - Orange
 - f. Cable TV System - Black
 - g. Telephone System - White
- N. Steel Conduit (galvanized rigid steel, IMC or EMT):
1. Cutting: Cutting shall be done with hand or power hacksaws. All cut ends shall be reamed to remove burrs and sharp edges.
 2. All threaded joints shall be made up wrench-tight and all compression joints shall be made up mechanically secure and snug so as to make continuous current-carrying electrical contact.
 3. All metallic conduits buried or otherwise in contact with earth shall be painted using one heavy continuous coat of asphalt varnish after assembly of conduit and fittings.
 4. Expansion joints shall be installed in steel conduit systems in structures as follows expansion joints are specified elsewhere in the specification):
 - a. Where conduit run crosses a building expansion joint.
 - b. In any conduit run exceeding 100 feet in length.
 - c. Where shown on the drawings.
- O. Threads: Clean all threads of rigid or intermediate metal conduit. Coat all male threads of all steel conduit installed in concrete with red or white lead immediately before being coupled together.
- P. Running Threads: Use "Erickson" type couplings in lieu of running threads.
- Q. PVC Conduit:
1. Joints: Conduits shall be joined by using couplings and solvent cement furnished or recommended by the raceway manufacturer. Finished joints shall be secure and watertight.
 2. Cutting: Cutting shall be done with hacksaws and ends shall be reamed to remove burrs and sharp edges.
 3. Expansion Joints: Expansion joints shall be installed:
 - a. Where conduit run crosses a building expansion joint.
 - b. As recommended by the manufacturer or as shown on the drawings.
 4. Bends for PVC conduit sizes 2" and smaller may be made "hot" in the field. Inside dimension shall be thereby undistorted. For PVC sizes larger than 2", provide only factory bends.

END OF SECTION 26 05 33

SECTION 26 24 16 - PANELBOARDS

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 the work of this Section.
- B. This Section is a Division 26 "Basic Materials and Methods" section, and is a part of each Division 26 section making reference to panelboards specified herein.

1.2 DESCRIPTION OF WORK

- A. Extent of panelboard and enclosure work, including cabinets and cutout boxes is indicated on the drawings and by schedules.
- B. Types of panelboards and enclosures in this Section include the following:
 - 1. Lighting and Appliance Panels
- C. Refer to other Division 26 sections for cable/wire, connectors and electric raceway work required in conjunction with panelboards and enclosures; not work of this Section.

1.3 QUALITY ASSURANCE

- A. Manufacturers: Firms regularly engaged in the manufacture of panelboards and enclosures, of types, size and ratings required, whose products have been in satisfactory use in similar service for not less than five (5) years.
- B. Installer: A firm of at least three (3) years of successful installation experience on projects with electrical installation work similar to that required for this project.

1.4 REFERENCES

- A. Special Use Markings: Provide panelboards, constructed for special use, with UL markings indicating that special type usage. Panels identified or shown on the drawings for use as main service entrance equipment shall be labeled at the factory with "SERVICE ENTRANCE" type UL label.
- B. UL Compliance: Comply with applicable UL safety standards pertaining to panelboards, accessories, and enclosures. Provide units which have been UL listed and labeled. UL standards are as follows:
 - 1. Panelboards - UL67
 - 2. Cabinets and Boxes - UL50
- C. NEC Compliance: Comply with the NEC as applicable to the installation of panelboards, cabinets, and cutout boxes.

- D. NEMA Compliance: Comply with NEMA Stds. Pub. No. 250 "Enclosures for Electrical Equipment (1000 volt maximum)", Pub. No. 1 "Panelboards" and Pub. No. PB1.1, "Instruction for Safe Installation, Operation, and Maintenance of Panelboards Rates 600 Volts and Less".
- E. NECA Compliance: Comply with NECA's "Standard of Installation".

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's data including specifications, installation instructions and general recommendations for each panelboard required. Include data substantiating that units comply with specified requirements.
- B. Shop Drawings: Submit dimensioned drawings of panelboards and enclosures showing accurately scaled layouts of enclosures and required individual panelboard devices, including but not limited to circuit breakers, fusible switches, fuses, ground fault circuit interrupters, and accessories.

2. PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with requirements provide products of one of the following:
 - 1. Square D Company
 - 2. General Electric
 - 3. Cutler Hammer
 - 4. Siemens

2.2 GENERAL

- A. Except as otherwise indicated, provide panelboards, enclosures and ancillary components, of types, sizes, and ratings indicated, which comply with manufacturer's standard materials, and which are designed and constructed in accordance with published product information. Provide solderless lugs, or connectors, in the correct number and size for conductors on mains, on the load side of each branch, circuit, and on ground and neutral bars. Provide tin plated copper busses. Provide an insulated neutral bus and a bonded equipment ground bus mounted at the opposite end of the structure from the mains, and having numbered screw or lug terminals for connection of wires. Equip panels with the number of unit devices as required for a complete installation. Where more than one type of component meets the indicated requirements, selection is installer's option. Where types, sizes or ratings are not indicated, comply with NEC, UL and established industry standards for applications indicated.
- B. Provide ground fault circuit interrupting type circuit breakers for all devices noted with a "GFI" subscript on the panelboard schedules for this project.
- C. Provide UL listed HACR type circuit breakers for all devices which serve heating, ventilating, or air conditioning equipment.
- D. Panelboards shall be provided with covers for surface or flush mounting as shown on the drawings, or as required for actual project conditions.
- E. Panelboards shall be constructed for top or bottom feeder service, as required by actual project conditions.

2.3 LIGHTING AND APPLIANCE PANELS

- A. Lighting and appliance panelboards shall be Square D type NF (or equal) 277/480 volt applications. All branch circuit breakers are to be quick-make, quick-break, trip indicating and common trip on all multi-pole breakers, and shall be bolt-on type. Trip indication shall be clearly shown by breaker handle located between the "ON" and the "OFF" positions. Panelboards shall have distributed phase copper bussing throughout.
- B. Review drawings and provide main circuit breaker type panels where indicated on the drawings. Additionally, provide main lug only type panels where indicated on the drawings.**
- C. Provide fully rated main circuit breaker or main lug only (see drawings) type panelboards where the short circuit rating of the complete panelboard assembly is determined by the lowest rated branch device. Provide panelboard interrupting ratings as noted on the drawings.
- D. Lighting and appliance panels shall be 5.75" deep, maximum and shall have 6-inch minimum gutters. Fronts are to be complete with door and cylinder lock, with all locks keyed alike. Fronts shall have adjustable trim clamps, directory frames, and shall be equipped with a typewritten directory that identifies each circuit breaker by number and the equipment that the breaker serves. One additional blank directory card for each panel shall be furnished to the Owner.
- E. Two section panels (as required by Code) shall be equipped with boxes of equal dimensions.
- F. Panelboards shall be Underwriters' Laboratory listed and shall bear the UL label. The size of the panelboard main disconnect device or main lugs, the rating and number of branch circuits, and the type of mounting shall be as shown on the drawings.
- G. All factory installed devices shall be re-torqued prior to energizing.

2.4 FEEDER PROTECTIVE DEVICES

- 1. The following paragraphs list the general feeder protective device requirements.
 - a. Feeder protective devices as shown shall be molded case air circuit breakers, built, tested and UL labeled per UL 489.
 - b. In general 100 ampere through 400-ampere frames shall be thermal-magnetic trip with inverse time current characteristics. Breakers with 225 ampere through 400-ampere frames shall have continuously adjustable magnetic pick-ups of approximately five to ten times trip rating.
 - c. In general breakers with 600 ampere frames and above shall be Square D Powerpact or approved equivalent with solid-state trip complete with built in current transformers, solid-state trip unit and flux transfer shunt trip. Breakers shall have easily changed trip-rating plugs with trip ratings as indicated on the drawings. Rating plugs shall be interlocked so they are not interchangeable between frames and interlocked such that breakers cannot be latched with rating plug removed. Breaker shall have built-in test points for testing long delay, instantaneous and ground fault (where shown). Functions of the breaker shall be tested by means of a 120 volt operated test kit. Provide one test kit capable of testing all breakers 600 ampere and above.
 - d. Solid state instantaneous element shall be continuously adjustable from approximately 4 to 8 times the trip rating, with short time adjustment from instantaneous to 10-cycle delay for coordination purposes. Provide short delay override feature providing for instantaneous tripping on high magnitude faults.

- e. Molded case breakers shall have a minimum UL listed interrupting capacity as listed on the drawings.
- f. For all circuit breakers rated 1200 Amps or more, provide circuit breaker with an energy reducing maintenance switch per NEC paragraph 240.87

3. EXECUTION

3.1 INSTALLATION

- A. General: Install panelboards and enclosures where indicated, in accordance with the manufacturers' written instructions, applicable requirements of the NEC and NECA's "Standard of Installation", and in compliance with recognized industry practices to ensure that products fulfill requirements.
- B. Coordinate the installation of panelboards and enclosures with cable and raceway installation work.
- C. Provide all required electrical connections within the enclosure.
- D. Fill out typewritten panelboard circuit directory cards upon completion of the installation work.

END OF SECTION 26 24 16

SECTION 26 31 00 - PHOTOVOLTAIC COLLECTORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. PV system description.
 - 2. Manufactured PV units.
 - 3. PV module framing.
 - 4. PV array construction.
 - 5. Inverters.
 - 6. System overcurrent protection.
 - 7. Mounting structures.

1.3 DEFINITIONS

- A. ETFE: Ethylene tetrafluoroethylene.
- B. FEP: Fluorinated ethylene propylene.
- C. IP Code: Required ingress protection to comply with IEC 60529.
- D. MPPT: Maximum power point tracking.
- E. PTC: PVUSA Test Condition. Commonly regarded as a "real-world" measure of PV output. See below for definition of "PVUSA."
- F. PV: Photovoltaic.
- G. PVUSA: Photovoltaics for Utility Systems Applications.
- H. STC: Standard Test Conditions defined in IEC 61215.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for PV panels.
 - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

B. Shop Drawings: For PV modules.

1. Include plans, elevations, sections, and mounting details.
2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Detail fabrication and assembly.
4. Include diagrams for power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

B. Sample Warranty: For manufacturer's special materials and workmanship warranty and minimum power output warranty.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For PV modules to include in operation and maintenance manuals.

1.7 WARRANTY

A. Manufacturer's Special Warranty: Manufacturer agrees to repair or replace components of PV modules that fail in materials or workmanship within specified warranty period.

1. Manufacturer's materials and workmanship warranties include, but are not limited to, the following:
 - a. Faulty operation of PV modules.
 - b. Glass defects provided there are no indications of localized impacts or external forces.
 - c. Faulty cables and connectors provided modules are professionally installed.

2. Warranty Period: **5** years from date of Substantial Completion.

B. Manufacturer's Special Minimum Power Output Warranty: Manufacturer agrees to repair or replace components of PV modules that fail to exhibit the minimum power output within specified warranty period. Special warranty, applying to modules only, applies to materials only, on a prorated basis, for period specified.

1. Manufacturer's minimum power output warranties include, but are not limited to, the following warranty periods, from date of Substantial Completion:
 - a. Specified minimum power output to **97** percent or more, for the period of the first year.
 - b. Specified minimum power output to **80** percent or more, for the period of **2-25** years.

PART 2 - PRODUCTS

2.1 MANUFACTURED UNITS

A. **Subject to compliance with requirements, provide one of the following manufactured units or an approved equal; ¹**

1. **Canadian Solar; TOPBiHiKu7 – CS7N-725TB-AG¹**
2. Vikram Solar; Suryava 710-735W¹
3. German Solar USA; HeliosLine Pro G12 700W¹

PERFORMANCE REQUIREMENTS

- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 PV CAPACITIES AND CHARACTERISTICS

- A. Minimum Electrical Characteristics:

1. Rated Open-Circuit Voltage: **48.9 V dc.**
2. Maximum System Voltage: **1000 V dc.**
3. Rated Operation Voltage (Vmp): **41 V dc**
4. Short-Circuit Temperature Coefficient: **.05 percent / 1 deg C.**
5. Rated Short-Circuit Current (Isc): **22.49 A.**
6. Rated Operation Current (Imp): **21.25 A**
7. Maximum Power at STC (Pmax): **725 (870 with expected 20% Bifacial Gain) W¹**

- B. Additional Electrical Characteristics:

1. PTC Rating: **96.5 percent.**
2. Tolerance of Pmax: **~5 W.**
3. Series Fuse Rating: **35 A**
4. Module Efficiency: **28 percent.**
5. Wind Loading or Surface Pressure: **50 lbf/sq. ft. (2400 N/sq. m)>.**

- C. Normal Operating Temperature Characteristics (NOTC):

1. Temperature at Nominal Operating Cell Temperature: **41 deg C +/- 2.**
2. Temperature Coefficient (NOTC Nominal Power): **-.29 percent / 1 deg C.**
3. Temperature Coefficient (NOTC Open-Circuit Voltage): **-.25 percent / 1 deg C>.**
4. Temperature Coefficient (NOTC Short Circuit Current): **-.05 percent / 1 deg C>.**

2.3 PV SYSTEMS DESCRIPTION

- A. Interactive PV System: Collectors connected in parallel to the electrical utility; and capable of providing power for Project and supplying power to a distributed network.

1. A **480¹** module array to generate a total nominal rated output of **60,000 W Base, 80,000 W Alt. #2.**
2. System Components:
 - a. PV modules.
 - b. Array frame.
 - c. Utility-interactive inverter.
 - d. Overcurrent protection, disconnect, and rapid shutdown devices.
 - e. Mounting structure.
 - f. Power optimizer modules

2.4 MANUFACTURED PV UNITS

A. Cell Materials: **Poly-crystalline** ¹

1. c-Si.
2. Gallium arsenide (GaAs).

B. Module Construction:

1. Nominal Size: 51.3 inches (1303 mm) wide by 93.9 inches (2384 mm) long.
2. Weight: 83.3 lbs (37.8 kg).

C. Insulating Substrate Film: **Rigid**.

D. Conducting Substrate Film: **Rigid**.

E. Encapsulant: Ethyl vinyl acetate.

F. Front Panel: Fully tempered glass.

G. Backing Material: Tempered glass.

H. Bypass Diode Protection: Internal.

I. Junction Box:

1. IP Code: **IP68**
2. Flammability Test: UL 1703.

J. Output Cabling:

1. **0.158 inch (4 mm)**
2. Quick, multiconnect, polarized connectors.
3. Two-Conductor Harness

K. Series Fuse Rating: 35 A

2.5 PV MODULE FRAMING

A. PV laminates mounted in anodized extruded-aluminum frames.

1. Entire assembly UL listed for electrical and fire safety, **Class A**, according to UL 1703, and complying with IEC 61215.
2. Frame strength exceeding requirements of certifying agencies in subparagraph above.
3. Finish: Anodized aluminum.
 - a. Alloy and temper recommended by framing manufacturer for strength, corrosion resistance, and application of required finish.
 - b. Color: As indicated by manufacturer's designations.

2.6 PV ARRAY CONSTRUCTION

A. Framing:

1. Material: **Extruded aluminum.**
2. Maximum System Weight: Less than 4 lb/sq. ft. (19.53 kg/sq. m).
3. Minimum Module Separation: .25 **inches (6.5mm).**
4. Raceway Cover Plates: **Aluminum.**

B. Independent Ground Mounting:

1. Wind-tunnel tested to 110-mph (160-km/h) wind.
2. Service Life: **25** years.

2.7 INVERTER

A. Inverter Type: **Central.**

B. Control Type: Maximum power point tracker control.

C. Inverter Electrical Characteristics:

1. Maximum Recommended PV Input Power: 45 **kilowatts.**
2. Maximum Open-Circuit Voltage: 1000 **V dc.**
3. MPPT Voltage Range: 150-1000 **V dc.**
4. Maximum Input Current: 24 A.
5. Number of String Inputs: 3.
6. Number of Independent MPPT Circuits: 6.
7. Nominal Output Voltage: 150 **V dc.**
8. Nominal Output Voltage: 480/277 **V ac.**
9. Maximum Output Current: 36 A.
10. CEC Weighted Efficiency: 98 percent.
11. CEC Night Time Loss: <4 W
12. DC Terminal Range (AWG): 8-4
13. AC Terminal Range (AWG): 12-6
14. Communications Interface: **RS 485; Ethernet.**
15. Utility Interface: Utility-interactive inverter.

D. Operating Conditions:

1. Operating Ambient Temperatures: Minus 40 to plus 140 deg F (minus 40 to plus 60 deg C).
2. Relative Humidity: Zero to 95 percent, noncondensing.

E. Enclosure:

1. **NEMA Type 3R**
2. Enclosure Material: **Galvanized steel.**
3. Cooling Methods:
 - a. Fan convection cooling.
4. Protective Functions:
 - a. AC over/undervoltage.
 - b. AC over/underfrequency.
 - c. Ground overcurrent.
 - d. Overtemperature.
 - e. AC and dc overcurrent.

- f. DC overvoltage.
 - 5. Standard LCD, four lines, 20 characters, with user display and on/off toggle switch.
 - F. Disconnects: Rated for system voltage and conductor.
 - G. Regulatory Approvals:
 - 1. IEEE 1547.
 - 2. Rule 21
 - 3. Rule 14 (HI)
 - H. Characteristics:
 - 1. Inverter Dimensions: **28.7x30x30 inches (728x762x266mm).**
 - 2. Inverter Weight: **77 lb (30 kg).**
- 2.8 SYSTEM OVERCURRENT PROTECTION
- A. Circuit Breakers: 60A per Inverter.
- 2.9 MOUNTING STRUCTURES
- A. Independent Ground Mount – Surface mount.
- 2.10 MONITORING AND CONTROLS
- A. Contractor shall provide a complete Wireless Monitoring and controls network.
 - B. The Solar Inverters shall provided with manufacturer’s standard wireless access capability or with additional equipment to communicate wirelessly.
 - C. Contractor shall provide wireless repeaters (if required) for the solar array that shall be encrypted, and password protected.
 - D. Contractor shall provide Cellular Hotspot, encrypted and password protected, that shall upload system monitoring information and allow remote communication and control of the inverters. Contactor shall coordinate with State Project Manager for the appropriate cellular service provider for the installation.
 - E. A Controls/Monitoring Station shall be set up at the local shop. The contractor shall install the web monitoring software and controls on an existing computer as designated by the State Project Manager

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrate areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

- B. Do not begin installation until mounting surfaces have been properly prepared.
- C. If preparation of mounting surfaces is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- D. Examine modules and array frame before installation. Reject modules and arrays that are wet, moisture damaged, or mold damaged.
- E. Examine roofs, supports, and supporting structures for suitable conditions where PV system will be installed.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with NECA 1.
- B. Coordinate layout and installation of PV panels with **support** assembly and other construction.
- C. Support PV panel assemblies independent of supports for other elements such as roof and support assemblies, enclosures, vents, pipes, and conduits. Support assembly to prevent twisting from eccentric loading.
- D. Install PV **inverters** in location indicated on Drawings.
- E. Install weatherseal fittings and flanges where PV panel assemblies penetrate exterior elements such as walls or roofs. Seal around openings to make weathertight. See Section 07 92 00 "Joint Sealants" for materials and application.
- F. Wiring Method: Install cables in raceways.
- G. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Install lacing bars and distribution spools.

3.3 CONNECTIONS

- A. Coordinate PV panel cabling to equipment enclosures to ensure proper connections.
- B. Coordinate installation of utility-interactive meter with utility.
- C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- D. Make splices, terminations, and taps that are compatible with conductor material **and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.**

END OF SECTION 26 31 00

SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Work shall include all labor, materials, and equipment necessary to completely remove, disconnect and protect the site features as indicated on the plans and as herein specified.
- B. This section includes the following:
 - 1. Protecting existing vegetation to remain.
 - 2. Removing existing vegetation.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Removing above- and below-grade site improvements.
 - 6. Disconnecting, capping or sealing, removing site utilities, and abandoning site utilities in place.
- C. Related Sections:
 - 1. Division 01 Section "Temporary Facilities and Controls" for temporary utility services, construction and support facilities, security and protection facilities if included.
 - 2. Division 02 Section "Selective Demolition" for demolition of buildings, structures, and site improvements.

1.3 MATERIAL OWNERSHIP

- A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.
 - 1. Reference drawings for salvage items.

1.4 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 1. Do not proceed with work on adjoining property until directed by Architect.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated
- D. Utility Locator Service: Notify One Call for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.
- F. The following practices are prohibited within protection zones:
 1. Storage of construction materials, debris, or excavated material.
 2. Parking vehicles or equipment.
 3. Erection of sheds or structures.
 4. Impoundment of water.
 5. Excavation or other digging unless otherwise indicated.
 6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Do not direct vehicle or equipment exhaust towards protection zones.
- H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- I. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Earthmoving section.
 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain on site.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TREE AND PLANT PROTECTION

- A. General: Protect trees and plants remaining on-site by temp chain link or snow fence.
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
 - 1. Repair or replacement of trees scheduled to remain and damaged by construction operations shall be at Contractor's expense. Cost for tree replacement shall be determined in accordance with the Tree Evaluation Methods as described in The Guide for Plant Appraisal, 1992 Edition by the Council of Tree and Landscape Appraiser

3.3 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 - 1. Arrange with utility companies to shut off indicated utilities.
- B. Locate, identify, and disconnect utilities indicated to be abandoned in place.
 - 1. Do not proceed with utility interruptions without Owner's written permission.
- C. Excavate for and remove underground utilities indicated to be removed.

3.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 - 3. Use only hand methods for grubbing within protection zones.
 - 4. Chip removed tree branches and stockpile in areas approved by Architect for use on project site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

3.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth indicated in geotechnical report in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
 - 1. Do not stockpile topsoil within protection zones.
 - 2. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity to be reused.

3.6 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
 - 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 10 00

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Preparing subgrades for slabs-on-grade, walks, and pavements.
 - 2. Excavating and backfilling for buildings and structures.
 - 3. Drainage course for concrete slabs-on-grade.
 - 4. Subsurface drainage backfill for walls and trenches.
 - 5. Excavating and backfilling trenches for utilities and pits for buried utility structures.
 - 6. Fine Grading and redistribution of topsoil.
- B. Related Sections:
 - 1. Section 01 50 00 "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities; also for temporary site fencing if not in another Section.

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- D. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation

and replacement material will be paid for according to Contract provisions for changes in the Work.

2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

- F. Fill: Soil materials used to raise existing grades.
- G. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- H. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- I. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
 1. Controlled low-strength material, including design mixture.
 2. Warning tapes.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each soil material proposed for fill and backfill as follows:
 1. Classification according to ASTM D 2487.
 2. Laboratory compaction curve according to ASTM D 698.
 3. Top Soil Analysis according to ASTM D 442

1.6 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

- B. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.
- C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures are in place.
- D. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- E. Do not direct vehicle or equipment exhaust towards protection zones.
- F. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP and SM according to ASTM D2487 or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- J. Sand: ASTM C 33; fine aggregate.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.
- L. Turf Area Topsoil: New topsoil that is fertile, friable, natural loam, dark in color, free of subsoil, clay lumps, brush, weeds, and other debris; and free of roots, stumps, stones larger than 1/2 inch in any dimension; and free of other extraneous or toxic matter harmful to plant growth. Topsoil should be obtained from local sources. It should have an acidity range (pH) of 5.5 - 7.5, and an organic matter content between 2 and 8 percent. Loam topsoil must have 7 to 30 percent clay, 28 to 60 percent silt, and less than 52 percent sand particles. Not more than 10 percent of topsoil weight can be gravel or stones.
- M. Planting Bed Topsoil: New topsoil that is fertile, friable, natural loam, dark in color, free of subsoil, clay lumps, brush, weeds, and other debris; and free of roots, stumps, stones larger than one inch in any dimension; and free of other extraneous or toxic matter harmful to plant growth. Topsoil should be obtained from local sources. It should have an acidity range (pH) of 5.5 - 7.5, and an organic matter content between 2 and 8 percent. Loam topsoil must have 7 to 30 percent clay, 28 to 60 percent silt, and less than 52 percent sand particles. Not more than 10 percent of topsoil weight can be gravel or stones.
 - 1. Particle Size: Provide topsoil which conforms with the following categories:
 - a. Clay: 0.002 mm and smaller.
 - b. Silt: 0.002 to 0.02 mm.
 - c. Sand: 0.02 to 0.2 mm.
 - 2. Proposed topsoil material shall be inspected and approved by the Architect.

2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.

3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - a. 24 inches outside of concrete forms other than at footings.
 - b. 12 inches outside of concrete forms at footings.
 - c. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - d. 6 inches beneath bottom of concrete slabs-on-grade.
 - e. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

3.4 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
 - 2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.
- B. Excavations at Edges of Tree- and Plant-Protection Zones:
 - 1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.6 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 - 1. Clearance: As indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 - 2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
 - 3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.

4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- E. Trenches in Tree- and Plant-Protection Zones:
 1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

3.7 SUBGRADE INSPECTION

- A. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.8 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.
 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.9 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 2. Surveying locations of underground utilities for Record Documents.
 3. Testing and inspecting underground utilities.
 4. Removing concrete formwork.
 5. Removing trash and debris.
 6. Removing temporary shoring and bracing, and sheeting.
 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.11 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings.
- D. Backfill voids with satisfactory soil while removing shoring and bracing.
- E. Place and compact initial backfill of subbase material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- F. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.12 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
1. Under grass and planted areas, use satisfactory soil material.
 2. Under walks and pavements, use satisfactory soil material.
 3. Under steps and ramps, use engineered fill.
 4. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.13 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 - 2. Under concrete pavement, scarify and recompact top 9 inches of existing subgrade and each layer of back fill or fill soil material at 98 percent.
 - 3. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 98 percent.
 - 4. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 - 5. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

3.15 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1 inch.
 - 3. Pavements: Plus or minus 1/2 inch.

- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.16 SUBSURFACE DRAINAGE

- 1. Compact each filter material layer to 95 percent of maximum dry unit weight according to ASTM D 698.
- B. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade, in compacted layers 6 inches thick. Overlay drainage backfill with one layer of subsurface drainage geotextile, overlapping sides and ends at least 6 inches.
 - 1. Compact each filter material layer to 85 percent of maximum dry unit weight according to ASTM D 698.
 - 2. Place and compact impervious fill over drainage backfill in 6-inch- thick compacted layers to final subgrade.

3.17 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course under pavements and walks as follows:
 - 1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 - 2. Place base course material over subbase course under hot-mix asphalt pavement.
 - 3. Shape subbase course to required crown elevations and cross-slope grades.
 - 4. Place subbase course 6 inches or less in compacted thickness in a single layer.
 - 5. Place subbase course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 6. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D 698.

3.18 FINE GRADING / TOP SOIL PLACEMENT

- A. Prior to fine grading, loosen subgrade soil to a depth of 6”.
- B. Cut and fill all areas to elevations and tolerances specified. Leave graded surface clean, free from rubbish and large clods and reasonably smooth. Topsoil shall only be placed during dry weather and when the existing soils are unfrozen.
- C. Remove roots, weeds, rocks over 1”, and any foreign material while spreading.
- D. Grade surfaces accurately to elevations indicated on plan to within a tolerance of ½ inch when measured with a 10 foot straightedge and to assure areas drain away from structures and to prevent ponding and pockets. Provide subgrade surfaces free of stones 4 inches in greatest dimension.

1. Provide ½" edge against sidewalks to allow sod to sit flush with pavement edge.
- E. After placement, loosen topsoil by cultivation to a minimum depth of 6 inches throughout entire site. Utilize a Blecavator cultivator, or similar equipment to separate rocks from the soil during the cultivation process, and directing the pulverize soil to the top of the soil profile.
- F. Maintenance: Protect final graded areas from traffic and erosion. Keep free of trash and debris.

3.19 FIELD QUALITY CONTROL

- A. Special Inspections: Contractor will engage a qualified special inspector to perform the following special inspections:
 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 2. Determine that fill material and maximum lift thickness comply with requirements.
 3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Contractor will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
 2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length, but no fewer than two tests.
 3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.
- F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.20 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.
 - 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 20 00

SECTION 31 22 19 – SITE GRADING

1. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the fine grading and soil preparation as indicated on the plans and as herein specified.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. See Section 31 20 00 “Earth Moving” for backfilling, subgrade preparation and rough grading.

1.3 ACTION SUBMITTALS

- A. Topsoil samples. Provide a quart bag sample and lab analysis for comparison to specification for both onsite topsoil and import material.
- B. Test Reports

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each soil material proposed for fill and backfill as follows:
 - 1. Classification according to ASTM D 2487.
 - 2. Laboratory compaction curve according to ASTM D 698.

1.5 QUALITY ASSURANCE

- A. Subcontract site grading work to a single firm specializing in fine grading operations. Firm shall have satisfactory record of performance on completed projects of comparable size and quality.
- B. Post-grading Conference: After completion of fine grading and topsoil placement, conduct a conference at Project site with Landscape Architect and CM for acceptance of work by the owner.

1.6 JOB CONDITIONS

- A. Proceed with and complete fine grading as rapidly as portions of site become available, working within seasonal limitations.

- B. Protect existing utilities, paving, plant material, and other facilities from damage caused by fine grading operations.
- C. Perform fine grading work only after other work affecting ground surface has been completed.

2. PRODUCTS

- A. Turf Area Topsoil: New topsoil that is fertile, friable, natural loam, dark in color, free of subsoil, clay lumps, brush, weeds, and other debris; and free of roots, stumps, stones larger than one inch in any dimension; and free of other extraneous or toxic matter harmful to plant growth. Topsoil should be obtained from local sources. It should have an acidity range (pH) of 5.5 – 8.0, and an organic matter content between 3 and 8 percent.

3. EXECUTION

3.1 INSPECTION

- A. Examine finish surfaces, grades, topsoil quality, and depth. Do not start site grading work until unsatisfactory conditions are corrected and approved by Landscape Architect.

3.2 FINE GRADING / TOP SOIL PLACEMENT

- A. Prior to fine grading, loosen subgrade soil to a depth of 6" min.
- B. Cut and fill all areas to elevations and tolerances specified. Leave graded surface clean, free from rubbish and large clods and reasonably smooth. Topsoil shall only be placed during dry weather and when the existing soils are unfrozen.
- C. Remove roots, weeds, rocks, and any foreign material while spreading.
- D. Grade surfaces accurately to elevations indicated on plan to within a tolerance of ½ inch when measured with a 10 foot straightedge and to assure areas drain away from structures and to prevent ponding and pockets. Provide subgrade surfaces free of stones 1 inches in greatest dimension.
 - 1. Provide ½" edge against sidewalks to allow sod to sit flush with pavement edge.
 - 2. Provide 3" edge against sidewalks in planting bed areas for mulch to sit flush with pavement edge.
- E. Loosen topsoil by cultivation to a minimum depth of 6 inches throughout entire site. Utilize a Blecavator cultivator, or similar equipment to separate rocks from the soil during the cultivation process, and directing the pulverize soil to the top of the soil profile.
- F. Maintenance: Protect final graded areas from traffic and erosion. Keep free of trash and debris.

3.3 CLEANUP AND PROTECTION

- A. During fine grading operations, keep pavements clean and work area in an orderly condition.

3.4 FINAL INSPECTION

- A. At completion of fine grading and topsoil placement acceptance of work is required by Landscape Architect prior to proceeding.

END OF SECTION 31 22 19

SECTION 31 25 00 - EROSION AND SEDIMENT CONTROL SYSTEMS

1. GENERAL

1.1 RELATED DOCUMENTS

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

- 1. See Section 01 21 00 "Allowances", if included, for use of allowances and what may and may not be included in them.

1.2 SUMMARY

- A. This Section includes the following erosion and sediment control systems:

- 1. This work shall consist of constructing, maintaining, and removing erosion control measures that are used to minimize siltation and sedimentation during construction. This work shall be performed at locations shown on the plans or as directed by the Architect/Landscape Architect.
 - 2. Erosion and sediment control measures include:
 - a. Erosion control blankets.
 - b. Silt fence.

1.3 DELIVERY, STORAGE AND HANDLING

- A. The contractor shall check the materials upon delivery to assure that proper materials have been received. The Contractor shall protect the material from damage. Damaged materials shall not be used.
- B. The Contractor shall prevent excessive mud, dirt, dust and debris from coming in contact with the material. The fabric shall be maintained, wrapped in a heavy duty protective covering, until it is to be installed.
- C. Filter fabric shall be protected from direct sunlight, ultraviolet rays, and temperatures greater than sixty degrees Celsius (60° C). Each shipping document shall include certification that the fabric is in accordance with these specifications. Tags indicating the fabric porosity shall be attached. Architect/Landscape Architect shall verify porosity prior to installation of the fence.

2. PRODUCTS

2.1 MATERIALS

EROSION CONTROL BLANKETS

- 1. Erosion Control Blanket: Provide erosion control matting by North American Green

(800) 772-2040, Model S75BN or equal if and specifically approved by Architect by Addendum during bidding period.

B. GEOTEXTILES

1. Synthetic filter fabric used for silt fences shall conform to the following specifications:

<u>Fabric Properties</u>	<u>Requirements</u>	<u>Test Method</u>
Grab Tensile Strength	.53 kN (min.)	ASTM D 4632
Mullen Burst Strength	1.1 Mpa (Min.)	ASTM D 3786
Puncture Strength	.27 kN Min.)	ASTM D 4833
Ultraviolet Radiation	70% (Min.)	ASTM D 4355
*Requirements reduced by 50% after six months of installation.		

2. Fabric material shall have a porosity (flow rate) as specified by the plan or directed by the Architect/Landscape Architect. Generally, low porosity fabric shall be used at toes of slopes and around inlets. High porosity fabric shall be used in drainage ways.
3. Fabric material shall have a minimum of one year of expected usable construction life at temperature range of minus eighteen to forty nine degrees Celsius (-18° to 49° C).
4. The following products or their approved equivalents are considered to be acceptable for use as sit fencing:

<u>Porosity</u>	<u>Product</u>	<u>Manufacturer</u>
Low	Mirafi 100X	Mirafi Inc.
Low	Propex Silt Stop	Amoco
Low	901	Synthetic Ind.
Low	Terratex SC	Webtech Inc.

5. Geotextile filter fabric for use as inlet protection shall conform to the following specifications:

<u>Fabric Properties</u>	<u>Requirements</u>	<u>Test Method</u>
Grab Tensile Strength	0.5 kg/mm (Min.)	ASTM D 5034 and
Equivalent Opening Size	300 mm sieve (Min.)	ASTM D 4751
Puncture Strength	36 kg (Min.)	ASTM D 751

ASTM D 5035

C. POSTS AND STAKES

1. Fence posts for silt fence shall be constructed of weathered oak or steel and of size and profile as noted on the drawings.
 - a. Post Spacing: See drawings.
2. Silt Fence shall be constructed as noted on the drawings and recommended by manufacturer.
3. Stakes used for curb inlet filter hold downs shall be as recommended by manufacturer of filter material.

3. EXECUTION

3.1 INSTALLATION, MAINTENANCE AND REMOVAL

A. GENERAL

1. The following general guidelines shall be followed as part of the construction process:
 - a. Minimize the amount of existing vegetation that must be disturbed for construction.
 - b. All disturbed areas shall be covered and/or mulched within 12 hours, if they are to remain unworked for more than 7 days. Areas not being worked for 21 days or more shall be vegetated, unless determined that weather makes vegetation establishment infeasible.
 - c. Slopes and stockpiles with slopes 3h:1v or steeper and more than 10 feet or vertical relief shall be covered if they are unworked for more than 12 hours.
 - d. Perimeter protection to filter sediment for sheet-wash shall be located down-slope of all disturbed areas and properly installed prior to upslope grading.
 - e. Paved areas shall not be cleaned by washing/flushing pavement with water. Other means for cleaning pavement shall be used which limits erosion and controls sediment displacement.

B. EROSION CONTROL BLANKETS

1. Erosion control blankets shall be installed in locations as noted on the drawings and per manufacturers instructions.
2. Entire area to receive erosion control blankets shall be seeded or sodded as directed by Landscape Architect.

C. SILT FENCE

1. Fences shall be placed the same day excavation and/or fill is substantially completed at the location where it is to be placed and prior to any site disturbing activities upstream along the line of the fence.
2. A 6" x 6" trench shall be excavated upslope along the line of posts.
3. Fence support posts shall be set and spaced a maximum of 6 feet apart. The posts shall be embedded a minimum of 2 feet into the ground at locations shown on the plans, as close as possible to the contour except where fences are placed in drainage ditches. Posts shall be raked or slanted between seventy and eighty degrees (70° and 80°) from vertical toward the approaching flow.
4. Synthetic filter fabric shall be stapled or tied to the posts. The top of the fence shall be 2 feet above the ground elevation. Ends of fabric sections shall be overlapped 12 inches, folded and stapled or tied. At least twelve inches of fabric shall be extended into the trench.
5. Trenches shall be backfilled and compacted over the filter fabric.
6. Fences shall be inspected once every two weeks, immediately after each rainfall, and at least daily during prolonged rainfall. Sediment deposits shall be removed when the level of deposition reaches approximately one-half the height of the barrier. Removed sediment shall be deposited in a suitable area and in such a way that erosion will be

- minimized.
7. Necessary repairs to barriers to replacement of fence shall be accomplished immediately by the Contractor.
 8. Silt fence shall be removed when directed by the Architect/Landscape, but not before the up slope area has been permanently stabilized. If the fence's usable construction life expires before construction has ended, it shall be removed and replaced.

END OF SECTION 31 25 00

SECTION 32 13 13 - CONCRETE PAVING

1. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Portland Cement Concrete Paving as indicated on the plans and as herein specified.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. See Section 31 20 00 "Earth Moving" for backfilling and subgrade preparation.

1.3 SUBMITTALS

- A. Pavement marking plan indicating lane separations and defined parking spaces. Note dedicated handicapped spaces with international graphics symbol.

2. PRODUCTS

2.1 PROPORTIONING AND DESIGN OF MIXES

- A. Design mixes to provide normal weight concrete with the following properties, unless otherwise indicated on drawings and schedules:
- B. Prepare design mix such that ratio of coarse aggregate to fine aggregate is 30% Limestone / 70% Sand and Gravel Aggregate.
 - 1. Parking lots, drives and walks shall have a 28 day F'c = 4000 psi.
- C. Use air-entraining admixture in all exterior concrete.

2.2 SEALANTS

- A. Foam Expansion Joint Filler: Polyethylene closed-cell expansion-joint filler. Provide Sonoflex F by Sonneborn or equal.
- B. Joint Sealer: Polyurethane self-leveling sealant, ASTM C 920, Type S, Grade P, Class 25, Use T at all expansion and contraction joints.

2.3 LANE MARKING PAINT

- A. Lane Marking Paint: Alkyd-resin type, ready-mixed complying with AASHTO M 248, Type "N". Chlorinated-rubber base traffic lane-marking paint, factory-mixed, quick-drying, and nonbleeding may be used at Contractor's option.

- 1. Color: Match Existing.

3. EXECUTION

3.1 SUBBASE PREPARATION

- A. For subbase preparation see Section 31 20 00 "Earth Moving".

3.2 JOINTS

- A. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.
- B. Expansion Joints: If spacing is not indicated, construct expansion joints at 40 foot maximum intervals and at points of contact between slabs and vertical surfaces such as columns, foundation walls, stoops and elsewhere as indicated.
 - 1. Provide foam expansion joint fillers and sealant or traffic grade hot pour at all expansion joints.
- C. Contraction (Control) Joints: Should be cut $\frac{1}{4}$ of the slab thickness.
 - 1. If joint spacing is not indicated, lay out joints to form square panels. When this is not practical, rectangular panels can be used if the long dimension is no more than 1.25 times the short side. In 4" slabs, the long side should not exceed 10 feet.
 - a. Spacing: Not to exceed 30 x slab thickness or 10 feet, whichever is less.

3.3 TRAFFIC AND LANE MARKINGS

- A. Cleaning: Sweep and clean surfaces to eliminate loose material and dust.
- B. Do not apply traffic and lane marking paint until layout and placement have been verified with Architect.
- C. Apply paint with mechanical equipment to produce uniform straight edges. Apply at manufacturer's recommended rates to provide minimum 12 to 15 mils dry thickness.

3.4 FINISH

- A. All sidewalk surfaces should have a textured, non-slip broom finish free from trowel marks, except for the edging tool.

END OF SECTION 32 13 13

SECTION 32 92 00 – TURF AND GRASSES

1. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY OF WORK

- A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Turf and Grasses as indicated on the plans and as herein specified.
- B. This section includes the following:
 - 1. Seeding
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. See Section 31 10 00“Site Clearing” for topsoil stripping and stockpiling
 - 2. See Section 31 20 00 “Earth Moving” for excavation, filling and backfilling, and rough grading

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Pesticides and Herbicides: Include product label and manufacturer’s application instruction specific to this project.
- B. Certification of Grass Seed: From seed vender for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Included year of production and date of packaging.
 - 1. Certification of each seed mixture for turf grass sod and seed. Include identification of source, name and telephone number of supplier.
- C. Seed Supplier to furnish tags that list job name, mix type and bag weight. Tags are to be attached to each bag by supplier. Bags are to be delivered to site with tags attached. As bags are used, tags shall be removed from each bag and collected by contractor. Contractor to turn over all used tags to Engineer
- D. Qualification Data: For qualified landscape Installer.

- E. Material Test Reports: For existing native surface topsoil, existing in-place surface soil and imported or manufactured topsoil.
- F. Product Certificates: For fertilizers from manufacturer.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.
 - 1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association
 - 2. Experience: Five (5) years' experience in turf installation
 - 3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project Site when work is in progress
 - 4. Pesticide Applicator: State licensed, commercial.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened container showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.
- B. Seed Supplier to furnish tags that list job name, mix type and bag weight. Tags are to be attached to each bag by supplier. Bags are to be delivered to site with tags attached. As bags are used, tags shall be removed from each bag and collected by contractor. Contractor to turn over all used tags to Engineer
- C. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge or soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Accompany each delivery of bulk fertilizer and soil amendments with appropriate certificates.

1.6 PROJECT CONDITIONS

- A. Proceed with and complete seeding work as rapidly as portions of site become available, working within seasonal limitations.
- B. Protect existing utilities, paving, plant material, and other facilities from damage caused by seeding operations.
- C. Perform seeding work only after planting and other work affecting ground surface has been completed.

- D. Restrict pedestrian, bicycle, vehicular and other traffic from lawn areas until grass is established. Erect signs and barriers as required.
- E. Provide hose and lawn watering equipment as required.
- F. Planting Restrictions: Plant during on of the following periods.
 - 1. Cool Season Grass Seeding
 - a. Spring Planting: March 15 – April 15
 - b. Fall Planting: August 15- September 21 (preferred)
 - c. Dormant Planting: November 30- March 1
 - 2. Warm Season Grasses and Wildflower Seeding
 - a. Spring Planting: April 15 - June 1 (preferred)
 - b. Summer Planting June 15-Aug 15
 - c. Dormant Planting: November 30- March 1
 - 3. Cool Season Grass Sodding
 - a. Anytime soils are not frozen. Sodding in early spring and early fall are preferred. Sodding in late fall and winter is acceptable as long as irrigation is available throughout the winter to establish and minimize winter desiccation on exposed sites.
 - 4. Weather Limitations: The actual planting shall be performed during those times in this season which are normal for such work as determined by weather conditions, and accepted practice in the locality. No work shall be performed when the ground is frozen, wet or otherwise untillable or when even distribution of materials cannot be obtained.

1.7 **TURF AND GRASS ESTABLISHMENT**

- A. The contractor will be responsible for turf and grass establishment as outlined in paragraph 3.

1.8 **MAINTENANCE SERVICE**

- A. The Owner will provide full maintenance (mowing, watering and weeding) post acceptance of established turf as defined by paragraph 3.7 Satisfactory Turf.

2. **PRODUCTS**

2.1 **SEED**

- A. Grass Seed: Fresh, clean, dry and new crop complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances. Provide seed mixture composed of grass species, proportions and minimum percentages of purity and germination. Noxious weed seed free.

- B. Seed Mixture types: As noted on drawings.

2.2 FERTILIZERS

- A. Starter Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 15-25 percent nitrogen, 20-25 percent phosphorous, and 5-10 percent potassium, by weight.
 - 2. Application: Apply at rate of 1.0-1.5 lb. P_2O_5 /1000 sf depending on recommendations of soil reports from a qualified soil-testing laboratory.
- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight
 - 2. Application: Apply at rated recommended in soil report from a qualified soil-testing laboratory.

2.3 MULCHES

- A. Hay or Straw Mulch: Provide air-dry, clean, mildew free, noxious weed seed free, native prairie hay, native grass hay, threshed oats, wheat, or rye.

2.4 PESTICIDES

- A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer
- C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

2.5 WATER

- A. Water: Free of substance harmful to seed growth. Hoses or other methods of transportation furnished by Contractor.

3. EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
 - 3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 **PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 **TURF AND GRASSES AREA PREPARATION**

- A. Limit turf and grasses subgrade preparation to areas to be seeded or sodded.
- B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 8 inches. Remove stones larger than 1-inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
- C. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:
 - 1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
 - 2. Loosen surface soil to a depth of at least 8 inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 6 inches of soil.
 - 3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
 - 4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.

- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Sod areas are to be held down 1/2" below finished grade when adjacent to pavement or seeded areas to create flush transition. Limit finish grading to areas that can be planted in the immediate future.
- E. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 SEEDING

- A. Sow seed with acceptable seeding equipment. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 1. Seed drills, hydraulic seeders, and gravity broadcast seeders may be used as acceptable seeding equipment for planting seed. The contract may indicate the type of seeding equipment to be used on the project.
 - a. Seed Drills: Seed drills shall be equipped with press wheels or drag chains. The seed delivery system shall space rows no greater than 8 inches apart, shall include a seed box agitation system, and shall be capable of metering seed at the rate specified in the contract. Seed shall not be planted greater than 1/2 inch deep.
 - b. Hydraulic Seeders: Use hydraulic seeding equipment with a pump rated at no less than 100 gallons (350 L) per minute. The equipment shall have suitable working pressure and a nozzle adapted for hydraulic seeding. The supply and/or storage tanks shall have a means of mechanical agitation. The tanks shall be calibrated, and have a means of measuring the volume used or remaining in the tank. When using a hydraulic seeder, the fertilizer shall be applied separately from the seed.
 - c. Gravity Broadcast Seeders: In areas inaccessible to field machinery, implement mounted or handheld broadcast seeders may be permitted at the discretion of the Engineer. Gravity broadcast seeders shall provide agitation of the seed, have a functioning adjustable gate opening, and uniformly distribute seed on the seedbed. Implement mounted broadcast seeders shall be equipped with seed hopper baffle plates. Implement mounted broadcast seeders shall be equipped with a shielded front to prevent the spreading of material in front of the spreader.
 - 2. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate as noted on drawings
- C. Sow seed to a soil depth as recommended by supplier.

- D. Protect seeded areas with slopes where indicated by drawings or specifications; installed and stapled according to manufacturer's written instructions.
- E. Protect seeded areas with erosion-control mats where indicated by drawings or specifications; install and anchor according to manufacturer's written instructions.
- F. Protect all other seeded areas not indicated to receive erosion control matting or blankets by spreading straw or hay mulch.
 - 1. Hay shall be either dry cured native prairie hay, native grass hay from seed growing operations, native grass hay from planted warm season grass stands
 - a. Brome hay is not allowed
 - b. The mulch shall be certified as "Noxious Weed Free" by the "County Weed Control Authority" or other authorized agents
 - c. Hay shall be applied at the rate of 2 tons/acre
 - 2. Straw shall be from threshed oats, wheat, or rye. Rye straw shall not be used in any wheat growing area. The straw shall be baled before the seasonal growth of annual weeds.
 - a. Straw shall be applied at the rate of 2.25 tons/acre
 - 3. Hay or straw in a stage of decomposition so advanced as to "powder" in the mulch blower shall be rejected.
 - 4. The mulch shall be applied loose enough to allow sunlight to penetrate and air to slowly circulate, but thick enough to partially shade the ground, reduce water evaporation, and reduce wind and water erosion.
 - 5. Immediately after applying the mulch, the Contractor shall anchor it to the soil using a mulch crimper with approximately 6-inch cleats or other approved equipment with perpendicular, dull, disc blades.
 - a. All mulch shall be crimped the same day it is applied.
 - b. The crimper shall be narrow enough or hinged to uniformly crimp the mulch into the sloped and swale areas. More than one crimping may be necessary in these areas if directed by the Engineer.

3.5 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.6 TURF ESTABLISHMENT

- A. Establish turf by fertilizing, weeding, watering, replanting, and performing other operations as required to establish healthy, viable turf as defined by Satisfactory Turf and Grass. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
 - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 - 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 - 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
 - 4. Provide supplemental irrigation as need to germinate and establish turf prior to satisfactory turf acceptance

3.7 SATISFACTORY TURF AND GRASS

- A. Turf installation and establishment shall meet the following criteria. Architect / Owner to review for acceptance prior to turnover for Supplemental Maintenance Service.
 - 1. Satisfactory Seeded Turf: At end of establishment period, a healthy, uniform, close stand of grass has been established, 90 percent weed free, and without surface grade irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 6 by 6 inches. Minimum of 2" in height.
 - 2. Satisfactory Sodded Turf: At end of establishment period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
 - 3. Satisfactory Seeded Warm Season Grass / Wildflowers: A healthy, uniform, stand of grass has been establishes and without surface grade irregularities, with coverage exceeding 60 percent over any 10 sq. ft. and bare spots not exceeding 12 by 12 inches. Minimum of 2" in height.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.8 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- C. Remove nondegradable erosion-control measures after grass establishment period and site has been stabilized.

END OF SECTION 32 92 00

SECTION 32 94 00 – ROCK MULCH

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Rocks and Boulders as indicated on the plans and as herein specified.
- B. This Section includes the following:
 - 1. Type 'A' Rock Mulch
- C. Related Sections included the following:
 - 1. See Section 31 20 00 "Earth Moving" for excavation, filling and backfilling, and rough grading.

1.3 SUBMITTALS

- A. Provide samples on project site of rock and boulder types listed for approval by Architect. Samples approved by Architect shall be considered the standard for all material used on project. **Unacceptable material found on site, not conforming to these specifications shall be rejected and removed from site and replaced with acceptable material.**

1.4 QUALITY ASSURANCE

- A. Pre-installation Conference: Before installing rock and boulder materials, conduct conference at Project site to comply with requirements of Division 1 Section "Project Meetings." Notify participants at least 5 working days before conference.

1.5 PROJECT CONDITIONS

- A. Coordinate boulder and rock locations, installation, and sequencing with other work to avoid interference and to assure proper placement.

PART 2 - PRODUCTS

2.1 PRODUCTS

A. Type 'A' Rock Mulch

1. Source:
 - a. Semco Distributing, Inc.
 - b. Or equal, if and as specifically approved by Landscape Architect by Addendum during bidding period.
2. Size Range: 1" to 3". Variable widths and lengths expected.
3. **Color: White, no substitutions are allowed for rock mulch color. Coordinate color with Landscape Architect.**
4. Location: Place in natural random pattern as indicated on drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions for compliance with requirements for earthwork, pavement work, erosion control, seeding and other conditions affecting performance of work.
 1. Do not begin installation before final grading is completed unless otherwise permitted by Architect
- B. Proceed with installation only after unsatisfactory conditions have been removed.

3.2 PREPARATION

- A. Outline and stake location of rocks and boulders for Landscape Architect approval.

3.3 INSTALLATION

- A. Install rocks and boulders in locations indicated and noted on the drawings. Note that care should be taken to place all materials in a natural random pattern.
- B. Landscape Architect may ask that materials be removed and replaced if appearance of rock and boulder arrangement doesn't match layout on drawings.

3.4 ADJUSTING AND CLEANING

- A. Clean all rock and boulder materials of any dirt, debris, etc. with clean potable water.

END OF SECTION 32 94 00