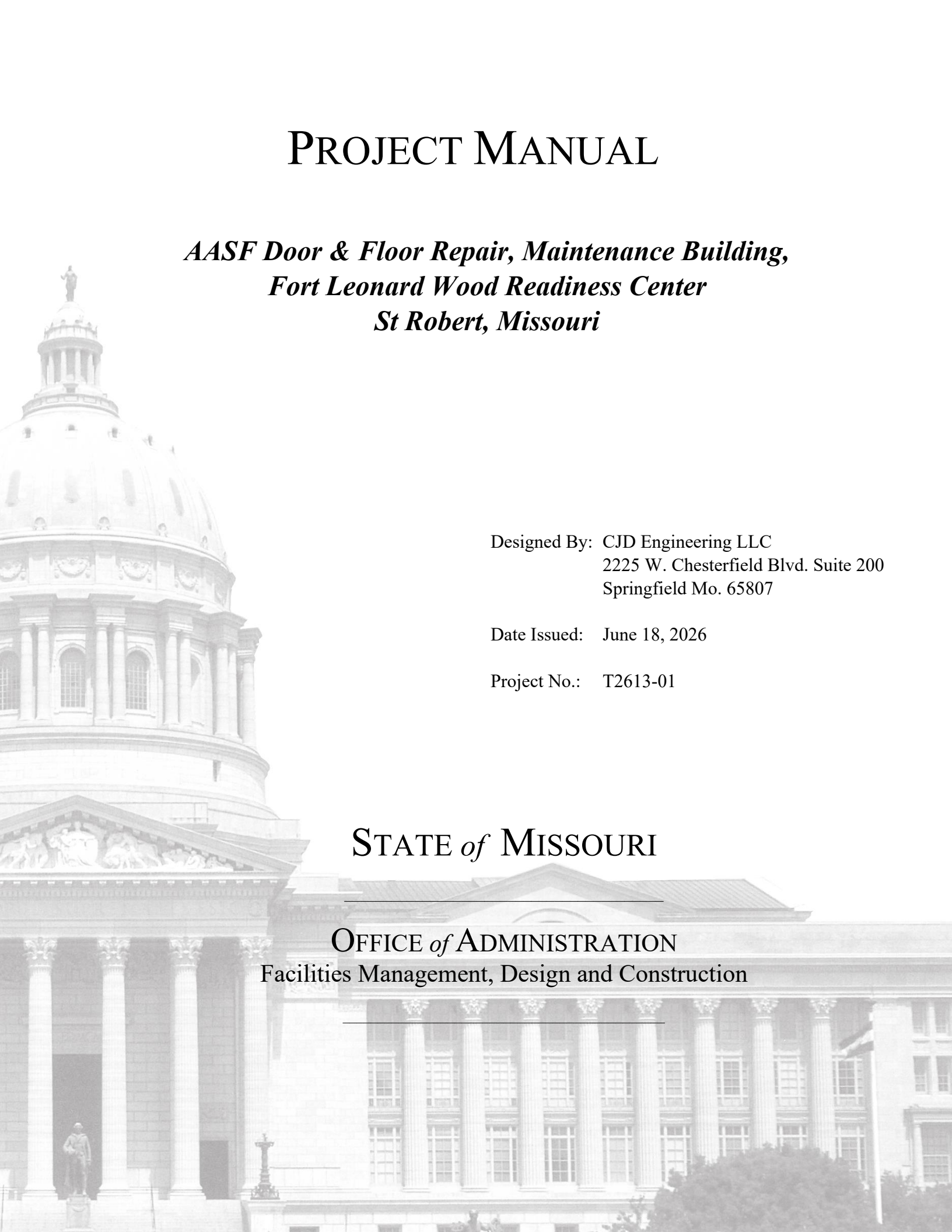




PROJECT MANUAL

AASF Door & Floor Repair, Maintenance Building, Fort Leonard Wood Readiness Center St Robert, Missouri

Designed By: CJD Engineering LLC
2225 W. Chesterfield Blvd. Suite 200
Springfield Mo. 65807

Date Issued: June 18, 2026

Project No.: T2613-01

STATE *of* MISSOURI

OFFICE *of* ADMINISTRATION
Facilities Management, Design and Construction

SECTION 00 01 05 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: T2613-01

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

ARCHITECT – BUDDY WEBB & COMPANY, INC.

CERTIFICATE OF AUTHORITY NUMBER: 2004028947

This seal is authenticating Technical Specifications contained in:
Divisions 02, 07, and 09.



MECHANICAL / ELECTRICAL ENGINEER – CJD ENGINEERING LLC

CERTIFICATE OF AUTHORITY NUMBER: 2005026903

This seal is authenticating Technical Specifications contained in:
Division 23



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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

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SECTION 00 01 15 – 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 01 Specification Sections apply to this Section.

1.2 SUMMARY

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

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 LIST OF DRAWINGS

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

	<u>TITLE</u>	<u>SHEET #</u>	<u>DATE</u>	<u>CAD #</u>
1.	Cover Sheet	Sheet G-000	06/18/2026	G-000
2.	Abbreviations, Notes, & Symbols	Sheet G-001	06/18/2026	G-001
3.	Floor Plan	Sheet A-100	06/18/2026	A-100
4.	Mechanical Plan	Sheet M-100	06/18/2026	M-100

END OF SECTION 00 01 15

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. AASF Door & Floor Repair, Maintenance Building,
Fort Leonard Wood Readiness Center
St Robert, Missouri
Project No.: T2613-01

3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, August 11, 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 replacing the existing flooring system and embedded hydronic piping for an existing building
- B. MBE/WBE/SDVE Goals: MBE 10%, WBE 10%, and SDVE 3%. **NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.**

5.0 PRE-BID MEETING:

- A. Place/Time: 10:30 AM, July 29, Day, 2026, at FLW AASF, 12249 20th Street, Building 5010, Fort Leonard Wood MO. 65473.
- B. Access to State of Missouri property requires presentation of a photo ID by all persons.

6.0 HOW TO GET PLANS & SPECIFICATIONS:

- A. View Only Electronic bid sets are available at no cost or paper bid sets for a deposit of \$100.00 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: Mr. Michael Smith, email: michael.e.smith788.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 project/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 Designer and 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 Designer and 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 or 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 with your bid to FMDCBids@oa.mo.gov.
- D. All bids shall be submitted without additional terms and conditions, modifications, or reservations. The completed forms should 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 should contain the full and correct legal name of the Bidder. If the Bidder is an entity registered with the Missouri Secretary of State, the Bidder's name on the bid form should appear as shown in the Secretary of State's records. 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 and bids received by the Owner 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. All revised bids must be submitted to FMDCBids@oa.mo.gov, revised bids sent any other way 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 a 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://missouribuyss.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 - LIST OF SUBCONTRACTORS

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

12.0 - WORKING DAYS

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

13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

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

14.0 – 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.

15.0 – MBE/WBE/SDVE INSTRUCTIONS

A. Definitions:

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

B. MBE/WBE/SDVE General Requirements:

1. For all bids greater than \$100,000, the Bidder shall obtain MBE, WBE and SDVE participation in an amount equal to or greater than the percentage goals set forth in the Invitation for Bid and the Bid Form, unless the Bidder is granted a Good Faith Effort waiver by the Director of the Division, as set forth below. If the Bidder does not meet the MBE, WBE and SDVE goals, or make a good faith effort to do so, the Bidder shall be 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://o eo.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: AASF Door & Floor Repair, Maintenance Building,
Fort Leonard Wood Readiness Center
St Robert, Missouri

Project Number: T2613-01

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 **120 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: \$

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

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

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

Total \$

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

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

ARTICLE 7. CONTRACT DOCUMENTS

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

1. Division 0 – Procurement and Contracting Information, including, but not limited to:
 - a. Invitation for Bid (Section 001116)
 - b. Instructions to Bidders (Section 002113)
 - c. Supplementary Instructions to Bidders (if applicable) (Section 002213)
 - d. The following documents as completed and executed by the Contractor and accepted by the Owner, if applicable:
 - i. Bid Form (Section 004113)
 - ii. Proposed Contractors Form (Section 004336)
 - iii. MBE, WBE, SDVE Compliance Evaluation Form(s) (Section 004337)
 - iv. MBE, WBE, SDVE Eligibility Determination Form for Joint Ventures (Section 004338)
 - v. MBE, WBE, SDVE Good Faith Effort (GFE) Determination Form (Section 004339)
 - vi. Missouri Service Disabled Veteran Business Form (Section 004340)
 - vii. Affidavit of Work Authorization (Section 004541)
 - 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 EMBOSSE 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
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\$2,000,000	annual aggregate
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2. Automobile Liability

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

MONG Project Manager /
Construction Representative:

Michael Smith
Missouri National Guard-CFMO Office
6819A North Boundary Road
Jefferson City, MO 65101
Email: michael.e.smith788.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).

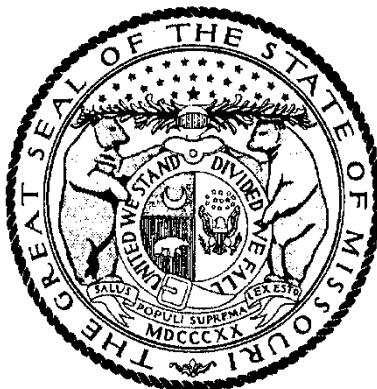
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(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 085
PULASKI 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

PULASKI COUNTY

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$46.71
Boilermaker	\$28.13*
Bricklayer - Stone Mason	\$28.13*
Carpenter	\$67.35
Lather	
Linoleum Layers & Cutter	
Millwright	
Pile Driver	
Cement Mason	\$28.13*
Plasterer	
Communication Technician	\$68.38
Electrician (Inside Wireman)	\$62.87
Electrician (Outside Lineman)	\$28.13*
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Elevator Constructor	\$28.13*
Glazier	\$28.13*
Iron Worker	\$28.13*
Laborer	\$45.69
Laborer - First Semi-Skilled	
Laborer - General	
Laborer - Second Semi-Skilled	
Laborer - Skilled	
Mason	\$28.13*
Marble Finisher	
Marble Mason	
Terrazzo Finisher	
Terrazzo Worker	
Tile Finisher	
Tile Setter	
Operating Engineer	\$76.13
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	\$50.79
Plumber	\$75.04
Pipe Fitter	
Roofer/WaterProofer	\$58.41
Sheet Metal Worker	\$72.59
Sprinkler Fitter - Fire Protection	\$28.13*
Truck Driver	\$28.13*
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.

PULASKI COUNTY

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$28.13*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$28.13*
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Laborer	\$57.27
Laborer - General	
Laborer - Skilled	
Operating Engineer	\$72.49
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group IV	
Truck Driver	\$28.13*
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 01 10 00 – 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 01 Specification Sections apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of replacing the existing flooring system and embedded hydronic piping for an existing building.
 - 1. Project Location: Fort Leonard Wood AASF Maintenance Building, Fort Leonard Wood Readiness Center, St. Robert, MO.
 - 2. Owner: State of Missouri, Department of Missouri National Guard, Construction and Facilities Management Office, 6819 N. Boundary Road, Jefferson City, Missouri 65101.
- B. Contract Documents, dated **June 18, 2026** were prepared for the Project by CJD Engineering LLC, 2225 W. Chesterfield Blvd., Suite 200, Springfield, MO 65807. Contact person, Ryan Jones. Phone 417-877-1700.
- C. The Work will be constructed under a single prime contract.

1.3 WORK SEQUENCE

- A. The Work will be conducted in one (1) phase. Work shall be staged to accommodate Owner's continuous use of the premises during construction.

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

1.6 MISCELLANEOUS PROVISIONS (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 10 00

SECTION 01 21 00 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. 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 Contract Change.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Weather allowances.
- C. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Contract Changes 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 monthly on the number of “bad weather” days to be charged against the allowance. This determination will be documented in writing and be signed by the Contractor and the Construction Representatives. If there is a failure to agree on all or part of the “bad weather” days for a particular month, that disagreement shall be noted on this written document and signed by each party’s representative. Failure of the Contractor’s representative to sign the “bad weather” day documentation after it is presented, with or without the notes of disagreement, shall constitute agreement with the “bad weather” day determination contained in that document.
- D. There will be no modification to the time of contract performance due solely to the failure to deplete the “bad weather” day allowance.

- E. Once this allowance is depleted, a no cost Contract Change 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 Contract Changes.
- 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 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 five (5) "bad weather" days.
- B. Facility Interruption: Included within the completion period for this Project five (5) "facility interruption" days.

END OF SECTION 01 21 00

SECTION 01 26 00 – 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 01 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 01, Section 01 21 00 "Allowances" for procedural requirements for handling and processing Allowances.
 - 2. Division 01, Section 01 31 15 "Project Management Communications" for administrative requirements for communications.

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 01 26 00

SECTION 01 31 00 – COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. 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 01, Section 01 32 00 "Schedules" for preparing and submitting Contractor's Construction Schedule.
 - 2. Articles 1.8.B and 1.8.C of Section 00 72 13 "General Conditions" for coordinating meetings onsite.
 - 3. Article 5.4.H of Section 00 72 13 "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 after a Notice to Proceed has been issued. 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 00 72 13 "General Conditions".
1. Minutes: Designer will record and distribute the meeting minutes to the project team.
- 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 31 15 - 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 01 Specification Sections apply to this Section.
- B. Division 01, Section 01 33 00 - Submittals
- C. Division 01, Section 01 26 00 – 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 E-Builder® web site by licensed users.
- a. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.
 - b. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
 - c. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.
- I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:
1. Providing suitable computer systems for each licensed user at the users normal work location¹ with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
 2. Each of the above referenced computer systems shall have the following minimum system² and software requirements:
 - a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
 - 1) Operating System: Windows XP or newer
 - 2) Internet Browser: Internet Explorer 6.01SP2+ (Recommend IE7.0+)
 - 3) Minimum Recommend Connection Speed: 256K or above
 - 4) Processor Speed: 1 Gigahertz and above
 - 5) RAM: 512 mb
 - 6) Operating system and software shall be properly licensed.
 - 7) Internet Explorer version 7 (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.
 - 8) Adobe Acrobat Reader (current version is a free distribution for download).
 - 9) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION 01 31 15

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 01 32 00 – SCHEDULES – 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 01 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 01 21 00 – 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 01 33 00 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 01 32 00

SECTION 01 33 00 - 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 01 Specification Sections apply to this Section.
- B. Division 01, Section 01 31 15 "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 01 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.

SECTION	TITLE	CATEGORY
01 31 00		Operation / Maintenance Manual
	Coordination	
01 32 00	Schedules	Construction Schedule
01 32 00	Schedules	Schedule of Values
01 32 00	Schedules	List of Subcontractors
01 32 00	Schedules	Major Material Suppliers
		Operation / Maintenance Manual
01 33 00	Submittals	
01 50 00	Construction Facilities and Temporary Controls	Construction Schedule
01 50 00	Construction Facilities and Temporary Controls	Test Report
04 20 00	Unit Masonry	Product Data
07 92 00	Joint Sealants	Product Data
09 90 00	Painting	Product Data
23 05 23	General Duty Valves for HVAC Piping	Product Data
23 21 13	Hydronic Piping	Product Data

SECTION 01 35 13.28 - 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 01 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 01 35 13.28

SECTION 01 50 00 – 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 01 Specification Sections apply to this Section.

1.2 SUMMARY

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

1.3 SUBMITTALS

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Within (15) days of the date established for commencement of the Work, submit a schedule indicating implementation and termination of each temporary utility.

1.4 QUALITY ASSURANCE

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

1.5 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

- B. Lumber and Plywood:
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 size and thicknesses indicated or required.
 3. For fences and vision barriers, provide minimum 3/9" (9.5mm) thick exterior plywood.
 4. For safety barriers 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 LED or 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: The Owner will provide water for construction purposes from the existing building system. All required temporary extensions shall be provided and removed by the Contractor. Connection points and methods of connection shall be designated and approved by the Construction Representative.
- C. Temporary Electric Power Service: The Owner will provide electric power for construction lighting and power tools. Contractors using such services shall pay all costs of temporary services, circuits, outlet, extensions, etc.
- D. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching.
1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
- E. Temporary Heating and Cooling: The normal heating and/or cooling system of the building shall be maintained in operation during the construction. Should the Contractor find it necessary to interrupt the normal HVAC service to spaces, which have not been vacated for construction, such interruptions shall be pre-scheduled with the Construction Representative. The Contractor shall provide temporary means of heating/cooling during extended periods of interruption.
1. Temporary 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.
- F. Temporary Telephones: Provide temporary telephone service as required throughout the construction period for all personnel engaged in construction activities.
- G. 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 designated by the Construction Representative. At substantial completion, restore these facilities to the condition prevalent at the time of initial use.
- H. 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.

- I. 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.
- J. 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: The Owner will provide a field office area onsite as designated by the Facility Representative or the Construction Representative. Areas for use by the Contractor for field office will be identified at the Pre-Bid Meeting.
- C. Storage Facilities: The Owner will provide storage onsite as designated by the Facility Representative or the Construction Representative. Areas for use by the Contractor for storage will be identified at the Pre-Bid Meeting.
- D. Construction Parking: Contractors must be prepared to discuss their parking needs at the Pre-Bid Meeting. Parking for construction personnel will be provided on/near site. Under no circumstances will any vehicle be parked in a fire lane. Parking on lawns shall be prohibited.
- E. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations, comply with dewatering requirements of applicable Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
 - 1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and materials drying or curing requirements to avoid dangerous conditions and effects.
 - 2. Install tarpaulins securely with incombustible wood framing and other materials. Close openings of 25SqFt (2.3SqM) or less with plywood or similar materials.
 - 3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
 - 4. Where temporary wood or plywood enclosure exceeds 100SqFt (9.2SqM) in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.

- G. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities.
- H. 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.
- I. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80°F (27°C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Designer.
- B. Temporary Fire Protection: Where fire-protection needs can not be met by existing permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”.
 - 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one (1) extinguisher on each floor at or near each usable stairwell.
 - 2. Store combustible materials in containers in fire-safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- C. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.

- D. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
 - 1. Storage: Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- E. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Designer requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.
 - 2. 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 01 50 00

SECTION 01 74 00 – 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 01 Specification Sections apply to this Section.

1.2 SUMMARY

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. General
 - 1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
 - 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
 - 3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the jobsite.
 - 4. Provide adequate storage for all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the ecology.
- B. Site
 - 1. Daily, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.

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

C. Structures

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

3.2 FINAL CLEANING

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

9. 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 01 74 00

SECTION 02 41 00 - DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide demolition work of existing conditions, complete, as indicated, specified, and required for new work, including removal and legal disposal of demolished materials.
- B. Selective Demolition: (Where indicated.)
 - 1. Selective demolition of existing floor coating, concrete slab/foundation, hydronic piping, and associated building components designated to be removed.
 - 2. Selective demolition of existing building components designated to be removed as required for installation of new construction.
 - 3. Protection of portions of building adjacent to or affected by selective demolition.
 - 4. Notification to Owner of schedule of shut-off of utilities, mechanical, or electrical systems which serve occupied spaces.
 - 5. Pollution control during selective demolition, including noise control.
 - 6. Removal and legal disposal of materials.

1.02 SUBMITTALS

- A. Upon request, submit documentation of proper disposal of demolition materials and terminating utilities.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations for demolition of structure, safety of adjacent structures, dust control, service utilities, discovered hazards, and environmental requirements. Use experienced workers.

1.04 PROJECT CONDITIONS

- A. Immediate and adjacent areas of work may be partially occupied during selective demolition.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 DEMOLITION

- A. Do not damage building elements and improvements indicated to remain. Items of salvage value, not included on schedule of salvage items to be returned to Owner, shall be removed from structure. Storage or sale of items at project site is prohibited.
- B. Do not close or obstruct streets, walks, drives or other occupied or used spaces or facilities without the written permission of the Owner and the authorities having jurisdiction. Do not interrupt utilities serving occupied or used facilities without the written permission of the Owner and authorities having jurisdiction. If necessary, provide temporary utilities.

- C. Cease operations if public safety or remaining structures are endangered. Perform temporary corrective measures until operations can be continued properly.
- D. Provide adequate protection against accidental trespassing. Secure project after work hours.

END OF SECTION 02 41 00

SECTION 04 20 00 – UNIT MASONRY

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide concrete masonry construction work where indicated.

1.02 SUBMITTALS

- A. Comply with Section 01 33 00.
- B. Submit for approval product data for concrete masonry units, anchors, and reinforcement.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Standards: Comply with the provisions of the following specifications and standards, except as otherwise noted or specified.
 - 1. National Concrete Masonry Association Standards and Specifications.
 - 2. TMS 402-11/ACI 530-11/ASCE 5-11 Building Code Requirements and Specification for Masonry Structures.
 - 3. TMS 602-05/ACI 530.1-05/ASCE 6-05 Specification for Masonry Structures.
 - 4. ASTM A82-07 Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
 - 5. ASTM A615-12 Standard Specification for Deformed and Plain Carbon Steel Bars for Concrete Reinforcement.
 - 6. ASTM C90-12 Standard Specification for Loadbearing Concrete Masonry Units.
 - 7. ASTM C144-11 Standard Specification for Aggregate for Masonry Mortar.
 - 8. ASTM C150-12 Standard Specification for Portland Cement
 - 9. ASTM C207-06 (2011) Standard Specification for Hydrated Lime for Masonry Purposes.
 - 10. ASTM C270-12a Standard Specification for Mortar for Unit Masonry.
 - 11. ASTM C404-11 Standard Specification for Aggregates for Masonry Grout.
 - 12. ASTM C1194-03 (2011) Standard Test Method for Compressive Strength of Architectural Cast Stone.
 - 13. ASTM C1384-12a Standard Specification for Admixtures for Masonry Mortars.
 - 14. ASTM C1714-13 Standard Specification for Preblended Dry Mortar Mix for Unit Masonry.
- C. Tolerances:
 - 1. Variation from Plumb: For vertical lines and surfaces of columns, walls and arises do not exceed ¼-inch in 10 feet, or 3/8-inch in a story height not to exceed 20 feet, nor ½-inch in 40 feet or more. For external corners, expansion joints, control joints and other conspicuous lines, do not exceed ¼-inch in any story of 20 feet maximum, nor ½-inch in 40 feet or more.

2. Variation from Level: For lines of exposed lintels, sills, parapets, horizontal grooves and other conspicuous lines, do not exceed 1/4-inch in any bay or 20 feet maximum, nor 3/4-inch in 40 feet or more.
3. Variation of Linear Building Line: For position shown in plan and related portion of columns, walls and partitions, do not exceed 1/2-inch in any bay or 20 feet maximum, nor 3/4-inch in 40 feet or more.
4. Variation in Cross-Sectional Dimensions: For columns and thickness of walls, from dimensions shown, do not exceed – 1/4-inch nor + 1/2-inch.

PART 2 – PRODUCTS

2.01 MASONRY - GENERAL

- A. Manufacturer: Obtain each type of unit from one manufacturer, cured by one process, and of uniform texture and color.
- B. Provide special shapes where required for corners, lintels, jambs, sash, control joints, headers, bonding, cap, and other special conditions. Provide full 8" face units at CMU corners. Refer to drawings for typical unit types, sizes, shapes and coursing. Comply with referenced standards and other specified requirements for each type of masonry unit required.

2.02 CONCRETE MASONRY UNITS

- A. Load-bearing Concrete Masonry Units:
 1. Manufacturer: No submittal required.
 2. Grade: Solid or hollow load bearing block, Aggregate ASTM C33 normal weight, Cement ASTM C150, Quality ASTM C90-12, 1500 fm minimum compressive strength.
 3. At fire rated assemblies provide block design and classification required for compliance with assembly rating and type indicated on drawings. Submit certificate upon request from Underwriters Laboratories or other recognized testing agency, as evidence that material supplied meets or exceeds rating and classification standards required.

2.03 MORTAR AND GROUT

- A. Grout Mix: ASTM C 476.
- B. Mortar Mix:
 1. ASTM C270-12a, Type S, for reinforced masonry, masonry below grade and masonry in contact with earth.
 2. ASTM C270-12a, Type N, for above-grade load-bearing and non-load-bearing walls and parapet walls and for interior load-bearing and non-load-bearing partitions.
 3. Measure and batch materials either by volume or weight, such that required proportions can be accurately controlled and maintained. Measurement of sand exclusively by shovel will not be permitted. Mix mortars with the maximum amount of water consistent with workability to provide maximum tensile bond strength within the capacity of mortar. Mix ingredients for a minimum of 5 minutes in a mechanical mixer. Do not use mortar or grout that has begun to set,

or if more than 2-1/2 hours has elapsed since initial mixing. Re-temper mortar during 2-1/2 hour period as required to restore workability.

4. Do not add air-entraining agents or other admixtures to mortar or grout materials without Architect's prior written approval.
- C. Portland Cement: ASTM C150-12, Type I, except Type III may be used for cold weather construction. Provide natural color or white as required to produce mortar color.
- D. Hydrated Lime: ASTM C207-06, Type S.
- E. Aggregate for Mortar: Sand, conforming to ASTM C144-11 or ASTM C404-11, Size No. 2.
- F. Aggregate for Grout: ASTM C404-11, Size No. 8 or Size No. 89.
- G. Water: Clean and potable.

2.04 REINFORCING

- A. Vertical Reinforcing Bars: ASTM A615-12, Grade 60, deformed billet bars of sizes and spacing as indicated on drawings, free from loose rust, scale and other coatings that may reduce bond.
- B. Horizontal Joint Reinforcing: Provide welded wire units prefabricated with deformed continuous side rods and plain cross rods into straight lengths of not less than 10 feet, with prefabricated corner and tee units, and complying with requirements below:
 1. Manufacturer: AA Wire Products, Hohmann & Barnard, Inc., National Wire Products, or approved equal.
 2. Material: ASTM A82-07 carbon steel with ASTM A153 - Class B2 hot dipped galvanized coating.
 3. Side and Cross Rod Wire Size: 9 gage (0.1875-inch diameter) galvanized steel for each 2 square feet of wall area. Vertical spacing shall not exceed 16-inches.
 4. Width: Fabricate joint reinforcement in units with widths of approximately 2" less than nominal width of walls and partitions as required to provide mortar coverage of not less than 5/8-inch on joint faces exposed to exterior and 1/2-inch elsewhere.
 5. Single-Wythe Masonry: Provide type as follows with single pair of side rods:
 - a. Ladder or truss type design with perpendicular or diagonal cross rods spaced not more than 16-inches on center.

2.05 MASONRY ACCESSORIES

- A. Sealant Backer Rod: Compressible rod stock polyethylene foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable non-absorptive material as recommended by compatibility with sealant by sealant manufacturer. Provide size and shape of rod which will control the joint depth for sealant placement, break bond of sealant at bottom of joint, form optimum shape of sealant bead on back side, and provide highly compressible backer to minimize the possibility of sealant extrusion when joint is compressed.
- B. Joint Sealant: Refer Section 07 92 00 for requirements.

- C. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials, recommended by masonry unit manufacturer.

PART 3 – EXECUTION

3.01 GENERAL

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.
- B. Comply with standards as follows:
 - 1. Comply with PCA Recommended Practices for Laying Concrete Block, Brick Institute of America (BIA) Tech Notes, and NCMA TEK Bulletins.
 - 2. Comply with cold weather and warm weather protection procedures as specified in TMS / SCI / ASCE Building Code Requirements for Masonry Structures.

3.02 PREPARATION

- A. CMU: Do not wet concrete masonry units.
- B. Cleaning Reinforcing: Before placing, remove loose rust, ice and other coatings from reinforcing.

3.03 INSTALLATION

- A. Cut masonry units using motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to fit adjoining work neatly. Use full size units without cutting wherever possible.
- B. Coursing: Install masonry per tolerances specified. Lay in running bond with vertical joint in each course centered on units in course above and below, except where other coursing is indicated. Do not tooth corners.
- C. Joints: Maintain uniform joint width of 3/8-inch. Provide full bed, head and collar joints except at weeps. Do not slash head joints. Use as dry a mortar mix as practicable and compress joints as much as possible to produce a dense tight joint.
 - 1. Concealed Joints: Strike flush.
 - 2. Exposed CMU Joints: Tooled.
- D. Fill vertical and horizontal cells of CMU solidly with grout where indicated. Fill space between hollow metal frames and masonry solidly with grout.
- E. Install lintels and accessories in masonry construction as indicated on drawings.
- F. Install reinforcing as specified and indicated on drawings.
- G. Provide expansion and control joints in accordance with NCMA recommendations and as indicated on drawings. Install sealants per manufacturer's instructions.

3.04 REPAIR, POINTING AND CLEANING

- A. Remove and replace damaged units.
- B. Pointing: During the tooling of joints, enlarge any voids or holes, except weep holes, and completely fill with mortar. Point-up joints at corners, openings, and adjacent work to provide a neat, uniform appearance, properly prepared for application of caulking or sealant compounds.
- C. Clean concrete masonry by dry brushing, NCMA TEK No. 28.

END OF SECTION 04 20 00

SECTION 07 92 00 – JOINT SEALANTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide joint sealers at interior and exterior vertical and horizontal joints. Work includes joints around frames of doors, windows, louvers, or other openings in exterior walls, flooring joints, joints at penetrations of walls, decks, roofs, and floors by piping and other services and equipment, joints between items of equipment and other construction, joints at plumbing fixtures, joints at dissimilar material transitions, expansion and contraction joints of masonry and concrete, and other joints indicated to be sealed.

1.02 SUBMITTALS

- A. Comply with Section 01 33 00.
- B. Product Data: Submit manufacturer's specifications, recommendations and installation instructions for each type of sealant and miscellaneous materials. Include letter of certifications, or certified test laboratory reports indicating that each material complies with the requirements and is intended for the application indicated.
- C. Samples: Submit minimum 2" long sample of each color required for each type of sealant exposed to view. Samples will be viewed for color only.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Standards: Comply with the provisions of the following specifications and performance standards, except as otherwise noted or specified, or as accepted or directed by the Architect.
 - 1. ASTM C834, Standard Specification for Latex Sealants.
 - 2. ASTM C920, Standard Specification for Elastomeric Joint Sealants.
 - 3. ASTM C1193, Standard Guide for Use of Joint Sealants.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by testing and field experience.
- B. Colors: As selected by Architect from Manufacturer's standard colors or match color of material applied, unless otherwise indicated.

2.02 ELASTOMERIC JOINT SEALANTS

- A. Provide manufacturer's standard chemically curing, elastomeric sealant of base polymer indicated which complies with ASTM C920 requirements, including those for type, grade class,

and uses.

- B. One-Component Nonsag Urethane Sealant: Type M, Grade NS, Class 25, Master Builders “MasterSeal NP 1”, Tremco “Dymonic”, Bostik “Chem-Calk 900”, Pecora “Dynatrol 1”, Mameco “Vulkem 116”, or approved equal.
- C. Two-or-More Component Nonsag Urethane Sealant: Type M, Grade NS, Class 25. Tremco “Dymeric”, Master Builders “MasterSeal NP 2”, Bostik “Chem-Calk 500”, Pecora “Dynatrol II”, or approved equal.
- D. Two-Component Pourable Urethane Sealant: Type M, Grade P, Class 25. Tremco “THC 900”, Master Builders “MasterSeal SL-2”, Bostik “Chem-Calk 550”, Pecora “NR-200 Urexpan”, or approved equal.
- E. One-Component Pourable Urethane Sealant: Type S, Grade P, Class 25. Master Builders “MasterSeal SL-1”, Bostik “Chem-Calk 550”, Pecora “NR-201 Urexpan”, Maneco “Vulken 45”, or approved equal.
- F. One-Component Mildew-Resistant Silicone Sealant: Type S, Grade NS, Class 25. GE “SCS 1702”, Dow Corning “786”, Tremco “Proglaze White”, Pecora “863 #345”, or approved equal.

2.03 ACRYLIC EMULSION SEALANT

- A. One component, nonsag, acrylic, paintable, mildew-resistant, complying with ASTM C834. Tremco “Acrylic Latex Caulk”, Master Builders “MasterSeal NP 520”, Pecora “AC-20”, Woodmont “Chem-Calk 600”, or approved equal.

2.04 MISCELLANEOUS MATERIALS

- A. Joint Cleaner: Type of joint cleaning compound recommended by sealant manufacturer for the joint surfaces to be cleaned.
- B. Joint Primer/Sealer: Type recommended by the sealant manufacturer for the joint surfaces to be primed or sealed.
- C. Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer, to be applied to sealant-contact surfaces where bond to the substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape wherever applicable.
- D. Sealant Backer Rod: Compressible rod stock polyethylene foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable non-absorptive material as recommended for compatibility with sealant by the sealant manufacturer. Provide size and shape of rod which will control the joint depth for sealant placement, break bond of sealant at bottom of joint, form optimum shape of sealant bead on back side, and provide a highly compressible backer to minimize the possibility of sealant extrusion when joint is compressed.

PART 3 - EXECUTION

3.01 JOINT TYPES AND USAGE

- A. Acrylic Emulsion Sealant: All interior joints except joints with metal, aluminum, and wet work.
- B. Elastomeric Sealants: Use single or multi-component urethane at all exterior joints and all interior joints with aluminum or metal. Use mildew resistant silicone sealant at sinks, plumbing fixtures and other wet work. Use minimum 35 Shore A hardness single or multi-component pourable polyurethane sealant for horizontal joints subject to pedestrian and vehicular traffic.

3.02 JOINT SURFACE PREPARATION

- A. Clean joint surfaces immediately before installation of sealant. Remove dirt, insecure coatings, moisture, and other substances which would interfere with bond of sealant.
- B. Preform preparation in accordance with manufacturer's recommendations for substrate conditions.
- C. For elastomeric sealants, do not proceed with installation of sealant over joint surface which have been painted, lacquered, waterproofed or treated with water repellent or other treatment or coating. Remove coating or treatment from joint surfaces before installing sealant.
- D. Etch cementitious joint surfaces to remove excess alkalinity. Etch with 5% solution of muriatic acid; neutralize with dilute ammonia solution, rinse thoroughly with water and allow to dry before sealant installation.
- E. Rough joint surfaces on vitreous coated and similar non-porous materials, wherever sealant manufacturer's data indicates lower bond strength than for porous surfaces. Rub with fine abrasive cloth or wool to produce a dull sheen.

3.03 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and ASTM C1193. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.
- B. Examine substrate; report unsatisfactory conditions in writing. Beginning work means acceptance of substrates.
- C. Clean and prime joints, and install bond breakers, backer rods and sealant as recommended by manufacturers.
- D. Do not apply sealant at temperatures below 40 deg F.
- E. Apply sealant with hand-calking gun with nozzle of proper size to fit joints. Use sufficient pressure to insure full contact to both sides of joint to full depth of joint. Employ only proven installation techniques, which will ensure that sealants will be deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of the joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces. Where horizontal joints are between a horizontal surface and a vertical surface, fill joint to form a slight cove, so that joint will not trap moisture and dirt.
- F. Install sealants to depths as shown or, if not shown, as recommended by the sealant

manufacturer but within the following general limitations, measured at the center (thin) section of the bead.

1. For sidewalks, pavements and similar joints sealed with elastomeric sealants and subject to traffic and other abrasion and indentation exposure, fill joints to a depth equal to 75% of joint width, but neither more than 5/8 inch deep nor less than 3/8 inch deep.
 2. For normal moving joints sealed with elastomeric sealants, but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2 inch deep nor less than 1/4 inch deep.
 3. For joints sealed with non-elastomeric sealants, fill joints to a depth in the range of 75% to 125% of joint width.
- G. Do not allow sealants or compounds to overflow or spill onto adjoining surfaces. Use masking tape or other precautionary devices to prevent staining of adjoining surfaces, by either primer/sealer or the sealant.
- H. Tool joints immediately after application of sealant if required to achieve full bedding to substrate or to achieve smooth sealant surface.
- I. Cure and protect sealants as directed by manufacturers. Replace or restore damaged sealants. Clean adjacent surfaces to remove spillage.

END OF SECTION 07 92 00

SECTION 09 67 23 – RESINOUS FLOORING

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide resinous flooring system conforming to UFGS 09 67 23.16 (5-Coat System), complete. Work includes removal of existing resinous flooring system, substrate repairs and preparation as required for installation of new construction.

1.02 SUBMITTALS

- A. Comply with Section 01 33 00.
- B. Product Data: Submit manufacturer's technical data, application instructions, and recommendations for each resinous flooring component required.
- C. Samples: Submit manufacturer's full range of standard available finishes for initial selection. Submit 12"x12" physical sample applied to a rigid backing of initial finish selected for final approval.
- D. Manufacturer's Certification: Submit manufacturer's quality assurance certification of product approval for compliance with UFGS 09 67 23.16.
- E. Installer Qualifications: Submit SSPC QP 8 and SSPC QS 1 certifications. Submit manufacturer's certification of installer qualifications for products specified. Certifications shall remain current for project duration.
- F. Testing: Submit concrete moisture test results in accordance with ASTM F1869 or approved method.
- G. Warranty: Submit manufacturer's standard warranty including blistering or delamination from moisture vapor emission. The following conditions are excluded from the warranty:
 - 1. Concrete cracking, flooring system mirrors cracks in concrete.
 - 2. Cosmetic imperfections due to scratching and gouging.
 - 3. Application to metallic concrete finishes.
 - 4. Application to concrete with a MVE rate greater than 282 micrograms moisture per second, square meter 5.0 pounds moisture per 24 hours, 1000 square feet.
- H. Maintenance Data: Submit manufacturer's maintenance recommendations.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for five years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Standards: Comply with the provisions of the following specifications and standards, except as otherwise noted or specified.

1. ASTM C307, Standard Test Method for Tensile Strength of Chemical-Resist Mortar, Grouts, and Monolithic Surfacing.
2. ASTM C579, Standard Test Method for Compressive Strength of Chemical-Resistant Mortars, Grout, Monolithic Surfacing, and Polymer Concretes.
3. ASTM C580, Standard Test Method for Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grout, Monolithic Surfacing, and Polymer Concretes.
4. ASTM C882, Standard Test Method for Bond Strength of Epoxy-Resin Systems Used with Concrete By Slant Shear.
5. ASTM D412, Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers – Tension.
6. ASTM C570, Standard Specification for Oil- and Resin-Base Caulking Compound for Building Construction.
7. ASTM D635, Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position.
8. ASTM D695, Standard Test Method for Compressive Properties of Rigid Plastics.
9. ASTM D696, Standard Test Method for Coefficient of Linear Thermal Expansion of Plastics Between minus 22 to 86 degrees F (minus 30 and 30 degrees C) with a Vitreous Silica Dilatometer.
10. ASTM D2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces as Measured by the James Machine.
11. ASTM D2240, Standard Test Method for Rubber Property – Durometer Hardness.
12. ASTM D2244, Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates.
13. ASTM D2370, Standard Test Method for Tensile Properties of Organic Coatings.
14. ASTM D3960, Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings.
15. ASTM D4060, Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.
16. ASTM D4366, Standard Test Methods for Hardness of Organic Coatings by Pendulum Damping Test.
17. ASTM D4541, Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers.
18. ASTM D7234, Standard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers.
19. ASTM F1869, Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
20. ASTM F2170, Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in Situ Probes.
21. ASTM G154 - Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials.
22. International Concrete Repair Institute (ICRI): ICRI 310.2R - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair.
23. Military Specifications (MIL): MIL-D-3134J - Deck Covering Materials.
24. National Floor Safety Institute (NFSI) – ANSI/NFSI B101.1, Test Method for Measuring Wet SCOF of Common Hard-Surface Floor Materials.
25. Unified Facilities Guide Specifications (UFGS), UFGS 09 67 23.16 – Fuel Resistive Resinous Flooring, 5-Coat System.

C. Definitions: Dry Film Thickness (DFT): Thickness of a coating of paint in fully cured state measured in mils (1/1000).

- D. **Manufacturer's Quality Assurance:** Certification that coatings comply with specified requirements and are suitable for intended application. Manufacturer shall provide technical assistance, conduct inspections, and provide field reports prior, during, and after installation documenting condition and completed work.
- E. **Installer Qualifications:** Certificated SSPC QP 8 and SSPC QS 1 qualifications and by manufacturer's certification and experienced in application of specified coatings for a minimum of five years on projects of similar size and complexity. Employ persons trained for application of specified coatings.
- F. **Preapplication Meeting:** Convene a preapplication meeting within Four (4) weeks prior to installation of substrate construction. Require attendance of parties directly affecting work of this Section, including Owner, Contractor, Architect, Installer, and Manufacturer's representative.

1.04 TESTING AND INSPECTIONS

- A. **Moisture Testing of Concrete:** Contractor to perform at least one of the following two tests to determine moisture in concrete.
 - 1. Type of test and frequency as recommended by manufacturer.
 - 2. In-situ Probe Test:
 - a. Measure relative humidity in concrete in accordance with ASTM F2170.
 - b. Application of flooring system shall start only if test results are below 77 percent relative concrete humidity.
 - c. If test results are above limits, notify Architect and flooring manufacturer in writing.
 - 3. Do not begin preparation or installation until satisfactory moisture test results are achieved. Provide flooring manufacturer's recommended moisture vapor control coating if required.
- B. **Alkalinity and Adhesion Testing:** Contractor to perform testing to verify that concrete substrates have pH within acceptable range. Perform tests recommended by manufacturer. Proceed with application only after substrates pass testing.
- C. **Material Sampling:** Owner may, at any time and any number of times during resinous flooring application, require material samples for testing for compliance with requirements.
 - 1. Owner may provide the services of a qualified independent testing agency to take samples of materials being used. Material samples will be taken, identified, sealed, and certified in presence of Contractor.
 - 2. Testing agency will test samples for compliance with requirements, using applicable referenced testing procedures or, if not referenced, using testing procedures listed in manufacturer's product data.
 - 3. If test results show applied materials do not comply with specified requirements, contractor shall pay for testing, remove noncomplying materials, prepare surfaces coated with unacceptable materials, and reapply flooring materials to comply with requirements.
- D. **Core Samples:** At the direction of Owner and at locations designated by Owner, take one core sample per 1000 sq. ft. of resinous flooring, or portion of, to verify thickness. For each sample that fails to comply with requirements, take two additional samples. Repair damage caused by coring. Correct deficiencies to installed flooring as indicated by testing.

- E. Contractor shall coordinate the testing and inspection services with the progress of the work. The contractor shall provide sufficient notice to allow proper scheduling of all personnel. The contractor shall provide safe access to work for performing testing and inspections.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with performance requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Desco Coatings, Inc.
 - b. Dur-A-Flex.
 - c. Elite Crete Systems.
 - d. Florock.
 - e. Key Resin Company.
 - f. Laticrete.
 - g. Sherwin-Williams.
 - h. Stonhard Global, Inc.
 - i. Tnemec Company, Inc..
- B. General: Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, from single source from single manufacturer. Obtain secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from manufacturer recommended in writing by manufacturer of primary materials.

2.02 SYSTEM DESCRIPTION AND PERFORMANCE PROPERTIES

- A. Description of Resinous Flooring System: Abrasion, impact, fuel, and chemical resistant, aggregate filled, and resin based monolithic floor surfacing designed to produce a seamless floor and integral cove base (where indicated) conforming to UFGS 09 67 23.16 – Fuel Restive Resinous Flooring, 5-Coat System for use in military aircraft hangar applications.
- B. System Characteristics:
 - 1. Color and Pattern: As indicated in drawings, or as selected by Architect.
 - 2. Wearing Surface: Orange-peel texture.
 - 3. Overall System Thickness: 3/16 to 1/4 inch.
 - 4. UV Resistance: Manufacturer's recommended UV-resistant finish for light color combinations.
- C. System Properties: Provide resinous flooring system with the following minimum physical property requirements when tested according to test methods indicated:
 - 1. Abrasion Resistance (ASTM D4060): 18 mg maximum weight loss.
 - 2. Adhesion to Concrete (ASTM D4541): 450 psi.
 - 3. Adhesion to Concrete (ASTM D7234): 732 psi.
 - 4. Coefficient of Friction – COF (ASTM D2047): 0.63.
 - 5. Coefficient of Friction – Wet Static (ANSI/NSFI B101.1): 0.94.
 - 6. Coefficient of Thermal Linear Expansion (ASTM D696): 5.39×10^{-5} .
 - 7. Compressive Strength – Binder Resin (ASTM D695): 13,500 psi minimum.
 - 8. Compressive Strength (ASTM C579): 10,000 psi minimum.

9. Flammability (ASTM D635): 182 mm/min, self-extinguishing.
10. Izod Impact Strength (ASTM D4366): 0.26 lb/in.
11. König Hardness (3 mil/0.08 mm film) (topcoat resin) (ASTM D4366): 171.3.
12. Resistance to Yellowing as measured using ASTM D2244 after 1000 consecutive hours UV exposure in QUV (ASTM G154): <10 increase of yellow units (CIE Lab Δb) if pigmented topcoat.
13. Shore D Hardness (ASTM D2240): 80-85 @ 0 sec | 75-80 @ 15 sec.
14. Sward Hardness (1mil film) (ASTM D2240): 35-40.
15. Tensile Strength (binder resin) (ASTM D2370): 8,000 psi.
16. Percent Elongation (binder resin) (ASTM D2370): 6%.
17. Tensile Strength (ASTM C307): 1,690 psi.
18. Volatile Organic Compound, VOC, lb/gal (ASTM 3960): Materials and combinations compliant with current standards.
19. Water Absorption (24 hours) (ASTM D570): 0.2% weight increase.

2.03 MATERIALS

- A. Primer: Type recommended by resinous flooring manufacturer for substrate and resinous flooring system indicated.
 1. Resin: Epoxy.
 2. Formulation Description: Two-component, high solids.
 3. Type: Neutral.
 4. Application Method: Troweled or screeded.
 5. Number of Coats: One
 6. Thickness: 7-9 mils.
- B. Reinforcing Membrane: Flexible resin formulation that is recommended by resinous flooring manufacturer for substrate and resinous flooring system indicated and that inhibits substrate cracks from reflecting through resinous flooring.
 1. Formulation Description: 100 percent solids.
- C. Concrete Repair / Crack & Joint Filler: Fast set two-component hybrid urethane. Ultra-low viscosity properties allow for deep penetration into concrete and a thorough wetting of selected aggregate to form a high-strength permanent concrete repair:
 1. Hardness (ASTM D2240) Shore D: 74.
 2. Compressive Strength (with sand): <4,250 psi.
 3. Tensile Strength (ASTM D412): >4,000 psi.
 4. Elongation (ASTM D412): <7%.
 5. Bond Strength (ASTM C882): 1,500 psi.
- D. Mortar Coats:
 1. Resin: Epoxy.
 2. Formulation Description: Two-component, high solids.
 3. Type: Color as selected.
 4. Application Method: Troweled or screeded.
 5. Number of Coats: As required.
 6. Thickness of Coats: 3/16 – 1/4 inch.
 7. Aggregates: White aluminum oxide non-skid grit, Size No. 60 (ASTM E11).
- E. Grout Coat:
 1. Resin: Epoxy.

2. Formulation Description: High solids, sealing overall or surface texture.
3. Type: Clear.
4. Number of Coats: As required.
5. Thickness of Coat: 5-8 mils.

F. Build Coat:

1. Resin: Epoxy.
2. Formulation Description: Two-component, high solids.
3. Type: Clear.
4. Number of Coats: One.
5. Thickness of Coat: 6-8 mils.

G. Topcoats: Sealing or finish coats.

1. Resin: Urethane.
2. Formulation Description: Three-component, high solids, aliphatic.
3. Type: Clear.
4. Number of Coats: One.
5. Thickness of Coats: 3-5 mils.
6. Finish: Matte.

2.04 ACCESSORIES

A. Coating Application Accessories:

1. Accessories required for application of specified coatings in accordance with manufacturer's instructions, including thinners.
2. Products recommended by coating manufacturer.

B. Perimeter Terminations (Where required): Rolled radius cove is to be installed prior to flooring system, using "J" strip at the top of the cove. Use terrazzo strips at all door terminations.

C. Joint Sealants: Comply with Section 07 92 00.

PART 3 - EXECUTION

3.01 PREPARATION

A. Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean, dry substrate for resinous flooring application.

B. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.

1. Roughen concrete substrates as follows:

- a. Shot-blast surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup.
- b. Comply with NACE No. 6/SSPC-SP13, with a Concrete Surface Profile (CSP) of 3 or greater in accordance with the International Concrete Repair Institute (ICRI) Technical Guideline No. 310.2R, unless manufacturer's written instructions are more stringent.

2. Joint Material Removal, Re-Saw Cutting, Crack Chasing:
 - a. Remove 100 percent of existing material in all joints including material bonded to joint walls and base. Rigid material may require saw cutting equipment to remove. Joints may be widened up to 1/8 inch width when re-saw cutting. Hairline cracks having no more than 1/8 inch width are typically not repaired. Cracks greater than 1/8 inch width can be chased to a minimum depth 1/2 inch and sealed using procedures and materials specified for joints. Cracks more than 3/4 inch width can be repaired using either epoxy mortar or epoxy concrete. Chase concrete cracks identified for repair and open to a minimum depth of 1/2 inch below crack surface resulting in crack(s) with smooth vertical walls.
 3. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written instructions.
- C. Testing and Inspections:
1. Moisture Testing: Perform testing by methods specified and submit results.
 2. Alkalinity and Adhesion Testing: Perform testing by methods specified and submit results.
- D. Patching and Filling: Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
1. Control Joint Treatment: Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written instructions.
- E. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.

3.02 FIELD CONDITIONS

- A. Phasing: Coordinate schedule and phasing of work with Owner. Owner to maintain occupancy and use of designated areas.
- B. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.
- C. Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous flooring application.
- D. Close spaces to traffic during resinous flooring application and for 24 hours after application unless manufacturer recommends a longer period.

3.03 INSTALLATION

- A. Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
 1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
 2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.

- B. Primer: Apply primer over prepared substrate at manufacturer's recommended spreading rate.
- C. Reinforcing Membrane: Apply reinforcing membrane to substrate cracks.
- D. Integral Cove Base (Where indicated): Apply cove base mix to wall surfaces before applying flooring. Apply according to manufacturer's written instructions and details, including those for taping, mixing, priming, troweling, sanding, and topcoating of cove base. Round internal and external corners.
 - 1. Integral Cove Base: 6 inches high.
- E. Troweled or Screeded Body Coats: Apply troweled or screeded body coats in thickness indicated for flooring system. Hand or power trowel and grout to fill voids. When body coats are cured, remove trowel marks and roughness using method recommended by manufacturer.
- F. Grout Coat: Apply grout coat, of type recommended by resinous flooring manufacturer, to fill voids in surface of final body coat.
- G. Topcoats: Apply topcoats in number indicated for flooring system and at spreading rates recommended in writing by manufacturer and to produce wearing surface indicated. The second topcoats shall be applied 24 hours after the first topcoat was applied.

3.04 PROTECTION

- A. Protect resinous flooring from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by resinous flooring manufacturer.

END OF SECTION 09 67 23

SECTION 09 90 00 – PAINTING

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide surface preparation and painting of interior and exterior surfaces throughout the project, except as otherwise indicated. Provide touch-up of pre-finished items as required to match original finish.

1.02 SUBMITTALS

- A. Comply with Section 01 33 00.
- B. Product Data: Submit manufacturer's technical data sheets on each paint or coating product to be used and shall include:
 - 1. Product characteristics.
 - 2. Surface preparation instructions and recommendations.
 - 3. Primer requirements and finish specification (including recommended dry mil thickness).
 - 4. Storage and handling requirements and recommendations.
 - 5. Application methods.
 - 6. Clean-up information.
 - 7. Maintenance recommendations and instructions.
 - 8. Safety data sheets.
- C. Samples: Submit samples of finish sheen and color(s) specified.
- D. Extra Material: Submit to Owner one gallon of each product type and color used on the project.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Standards: Comply with the provisions of the following specifications and standards, except as otherwise noted or specified.
 - 1. Occupational Safety and Health Act (OSHA) – Safety Standards.
 - 2. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 3. Architectural Painting Specification Manual by the Master Painters Institute (MPI), including identifiers, evaluation, system, preparation and approved product list.
 - 4. Test Method for Measuring Total Volatile Organic Compound (VOC) Content of Consumer Products, Method 24 (for Surface Coatings) of the Environmental Protection Agency (EPA).
- C. Environmental Regulations: Comply with U.S. Environmental Protection Agency (USEPA) for VOC, application, and disposal regulations.
- D. Installer Qualifications: Painting contractor shall have a minimum of five (5) years proven

satisfactory experience and maintain direct supervision and qualified personnel throughout duration of the work. Upon request, provide a list of three (3) comparable projects including name, location, designer / specifier, general contractor, value of painting work, and dates of commencement and completion.

1.04 WARRANTIES

- A. Installer Warranty: Provide Two (2) year installation warranty that all painting work has been performed in accordance with Master Painters Institute (MPI) Painting Manual requirements for project conditions and material manufacturer's instructions.
- B. Manufacturer Warranty: Provide Fifteen (10) year material warranty that products installed per manufacturer's instructions shall be free of peels, blisters, or performance defects and signed by an authorized representative. Inspection of all surfaces to be coated must be done by the manufacturer's representative to insure proper preparation prior to application. All thinners, fillers, primers, and finish coatings shall be from the same manufacturer to support product warranty. Products other than those submitted shall be accompanied by a letter stating the fitness for use and compatibility.

1.05 TESTING AND INSPECTIONS

- A. Owner may provide the services of a qualified independent testing agency to perform testing, inspections, and documentation of materials used and work performed to confirm adherence to accepted trade practices, standards and specifications.
- B. Contractor shall coordinate the testing and inspection services with the progress of the work. The contractor shall provide sufficient notice to allow proper scheduling of all personnel. The contractor shall provide safe access to work for performing testing and inspections.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Manufacturers: Benjamin Moore, Pratt and Lambert, PPG Industries, Sherwin Williams or approved equal. First-line commercial-quality products for all coating systems. All paint and coating materials shall be from a single manufacturer for each system used.
- B. Environmental: All materials used shall be lead and mercury free and shall have low VOC content in compliance with EPA standards and regulations for project conditions.
- C. Flame Spread and Smoke Development Ratings: Comply with ASTM E84, flame spread rating of 0 to 25, smoke development rating of 0 to 450.
- D. Compatibility: All materials used shall be compatible with substrate materials and service use environmental exposure conditions.
- E. Coatings: Ready mixed except field catalyzed coatings of good flow and brushing properties, capable of drying or curing free of blemishes, streaks, sags, or air entrapment.
- F. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners, and other materials required to achieve the finishes specified for project conditions as recommended by material

manufacturer.

2.02 FINISHES, MIXING AND TINTING

- A. Finish and Colors: Refer to drawing interior and exterior finish schedules for colors, gloss / sheen, and locations.
- B. Mixing and Tinting: All paint shall be ready-mixed and pre-tinted. Re-mix all paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and color and gloss uniformity. Mix in accordance with manufacturer's instructions. Where thinner is used, addition shall not exceed paint manufacturer's recommendations. Do not use kerosene or any such organic solvents to thin water-based paints.

PART 3 - EXECUTION

3.01 EXAMINATION AND PREPARATION

- A. Manufacturer's representative and installer shall examine the areas and conditions under which painting work is to be preformed. Do not proceed with the work until unsatisfactory conditions have been corrected. Starting of painting work will be construed as acceptance of the surfaces within any particular areas.
- B. Perform all preparation and cleaning procedures in strict accordance with the coating manufacturer's instructions and as herein specified. Remove all hardware, plates, lighting fixtures, and similar items in place and not to be finish painted, or provide protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Reinstall the removed items by workmen skilled in the trades involved, after painting is complete.
- C. Cementitious Materials: Prepare cementitious surfaces to be painted by removing all, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze. Determine the alkalinity and moisture content of the surfaces to be painted by performing appropriate test. If the surfaces are found to be sufficiently alkaline to cause blistering and burning of the finish paint, correct this condition before application of paint.
- D. Wood: Clean wood surfaces to be painted of all dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those surfaces exposed to view, and dust off. Prime, stain, or seal wood required to be job painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, etc. Scrape and clean small, dry seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer, before application of the priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sandpaper smooth when dried.
- E. Gypsum Wall Board: Do not paint over gypsum wallboard work until taped joints are thoroughly dry.
- F. Ferrous Metals: Touch-up shop applied prime coats which have damaged or bare areas. Wire-brush, solvent clean, and touch up with the same primer as the shop coat.
- G. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods

recommended in writing by paint manufacturer, but not less than the following:

- a. SSPC-SP 2, "Hand Tool Cleaning."
 - b. SSPC-SP 3, "Power Tool Cleaning."
 - c. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
 - d. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."
- H. Galvanized Surfaces: Clean free of oil and surface contaminants with an acceptable non-petroleum based solvent.
- I. Aluminum: Remove film of oil and grease before painting by washing with mineral spirits.
- J. Existing Materials to Remain: At existing areas to be repainted, remove blistered or peeling paint to sound substrates. Remove chalk deposits and mildew and wash all surfaces with mild detergent. Perform related minor preparation including caulk and glazing compounds. Spot prime bare areas before priming and painting as specified.

3.02 APPLICATION

- A. Apply paint by brush, roller, spray, or other acceptable practice in accordance with the manufacturer's directions. Use brushes best suited for the type of material being applied. Use rollers or carpet, velvet back, or high pile sheep wool as recommended by the manufacturer for material and texture required.
- B. The number of coats and paint film thickness required is the same regardless of the application method. Do not apply succeeding coats until previous coat has completely dried. Sand between each enamel or varnish coat application with fine sand paper or rub surfaces with pumice stone where required to produce an even smooth surface in accordance with coating manufacturer's directions.
- C. Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance.
- D. Give special attention to insure all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a film thickness equivalent of that of flat surfaces.

3.03 STANDARD SCHEDULE OF TREATMENTS

- A. Interior gypsum board or plaster walls and ceilings:
 1. One coat of latex primer sealer.
 2. Two coats of acrylic latex paint.
- B. Interior wood - Transparent:
 1. Filler coat (for open grained wood only).
 2. One coat of stain.
 3. One coat of sealer.
 4. Two coats of varnish, satin.
- C. Exterior and interior wood - Painted:
 1. One coat of acrylic primer sealer.
 2. Two coats of exterior acrylic paint.

- D. Exterior and interior ferrous metal (Unless otherwise indicated):
 - 1. One coat of rust-inhibiting primer.
 - 2. Two coats exterior alkyd paint.
- E. Exterior and interior galvanized metal (Unless otherwise indicated):
 - 1. Chemical wash.
 - 2. Galvanized iron primer.
 - 3. Two coats exterior alkyd paint.
- F. Exterior and interior concrete, concrete masonry units:
 - 1. General Application
 - a. One coat interior/exterior latex block filler.
 - b. Two coats elastomeric coating.
 - 2. Cold Weather Application
 - a. One coat Acrylic resin block surfacer.
 - b. Two coats solvent borne masonry coating (waterproof sealer).

3.04 FIELD QUALITY CONTROL AND STANDARD OF ACCEPTANCE

- A. Quality Assurance:
 - 1. Refer to Testing and Inspection for additional requirements.
 - 2. Contractor shall utilize industry standard measuring devices during paint and coating applications to verify minimum coverage rates and thickness specified are being provided.
- B. Painted surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent:
 - 1. Brush / roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
 - 2. Evidence of poor coverage at rivet heads, plate edges, lap joints, crevices, pockets, corners and reentrant angles.
 - 3. Damage due to touching before paint is sufficiently dry or any other contributory cause.
 - 4. Damage due to application on moist surfaces or caused by inadequate protection from the weather.
 - 5. Damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.).
- C. Painted surfaces shall be considered unacceptable if any of the following are evident under natural lighting source for exterior surfaces and final lighting source (including daylight) for interior surfaces:
 - 1. Visible defects are evident on vertical surfaces when viewed at normal viewing angles from a distance of not less than Thirty-Nine (39) inches.
 - 2. Visible defects are evident on horizontal surfaces when viewed at normal viewing angles from a distance of not less than Thirty-Nine (39) inches.
 - 3. Visible defects are evident on ceiling, soffit, or other overhead surfaces when viewed at normal viewing angles.
 - 4. When the final coat of any surface exhibits a lack of uniformity of color, sheen, texture, and hiding across full surface area.

3.05 REPAIR, PROTECTION AND CLEAN-UP

- A. Repair:

1. Follow MPI standards and paint manufacturer's instructions for repair and painting of existing finishes.
2. Use finish coat of respective new surface paint or coating system for minor repair of existing finishes. Use system primer where existing finishes are damaged down to substrate surface.

B. Protection:

1. Protect all surfaces and areas, including landscaping, walks, drives, and adjacent building surfaces (including glass, aluminum surfaces, etc.) and equipment and any labels and signage from painting operations and damage by drop cloths, shields, masking, templates, or other suitable protective means and repair damage caused by failure to provide such protection.
2. Erect barriers or screens and post signs to warn of or limit or direct traffic away or around work area as required.

C. Clean-Up:

1. Remove all paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.
2. Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.
3. Remove combustible rubbish materials and empty paint containers each day and safely dispose in accordance with requirements of authorities having jurisdiction.
4. Clean equipment and dispose of wash water / solvents and other cleaning and protective materials (e.g. rags, drop cloths, masking papers, etc.), paints thinners, paint removers and strippers in accordance with safety requirements.

END OF SECTION 09 90 00

SECTION 23 05 00 – COMMON REQUIREMENTS FOR HVAC SYSTEMS AND EQUIPMENT

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.

1.2 GENERAL REQUIREMENTS

- A. Contractor to obtain all necessary permits.
- B. Contractor is responsible to maintain filters through final completion, with new filters installed before final completion.
- C. Contractor is responsible for commissioning of all HVAC equipment and control systems.
- D. Placement of units, controllers, filters, etc. shall not obstruct access for maintenance.
- E. Protect all existing construction.

PART 2 - PRODUCTS

2.1 SLEEVES

- A. Mechanical Sleeve Seals: Modular rubber sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.
- B. Galvanized-Steel Sheet: 24 ga. (0.0239-inch) minimum thickness; round tube closed with welded longitudinal joint.
- C. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
- D. PVC Pipe: ASTM D 1785, Schedule 40.

2.2 GROUT

- A. Description: ASTM C 1107, Grade B, non-shrink and nonmetallic, dry hydraulic-cement grout.

2.3 MOTORS

- A. Motor Characteristics:
 - 1. Motors 1 HP and Larger: Three phase unless scheduled otherwise.
 - 2. Motors Smaller Than 1 HP: Single phase unless scheduled otherwise.
 - 3. Frequency Rating: 60 Hz.
 - 4. Voltage Rating: NEMA standard voltage for circuit voltage to which motor is connected.
 - 5. Service Factor: 1.15 for open drip-proof motors; 1.0 for totally enclosed motors.
 - 6. Duty: Continuous duty at ambient temperature of 95 deg F and at altitude of 1260 feet above sea level.

7. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.
8. Enclosure: Unless otherwise indicated, open drip-proof.
9. Motors Used with Variable-Frequency Controllers: Ratings, characteristics, and features coordinated with and approved by controller manufacturer.

2.4 HANGERS AND SUPPORTS

- A. Hanger and Pipe Attachments: Factory fabricated with galvanized coatings; nonmetallic coated for hangers in direct contact with copper tubing.
- B. Powder-Actuated Fasteners: Threaded-steel stud, with pull-out and shear capacities appropriate for supported loads and building materials where used.
- C. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated or stainless steel, with pull-out and shear capacities appropriate for supported loads and building materials where used.
- D. Roof pipe supports: Cooper B-Line C-series or equivalent roof pipe supports, designed to absorb shock and reduce friction due to pipe movement and thermal expansion and contraction. The base of the support shall be manufactured from 100% recycled, UV resistant rubber. Provide channel and clamps as required to secure pipe to support. Provide risers, rollers, or additional accessories as required for the application. Install roof membrane sheets under all roof pipe supports as recommended by roofing manufacturer.

2.5 VIBRATION ISOLATION CONTROL DEVICES

- A. Vibration Supports:
 1. Pads: Arranged in single or multiple layers of oil- and water-resistant, neoprene of sufficient stiffness for uniform loading over pad area, molded with a nonslip pattern and galvanized-steel baseplates, and factory cut to sizes that match supported equipment.
 2. Restrained Mounts: Double-deflection type, with molded, oil-resistant fiberglass, rubber or neoprene isolator elements with factory-drilled, encapsulated top plate and baseplate. Provide isolator with minimum 0.5-inch static deflection.
 3. Spring Isolators: Freestanding, laterally stable, restrained-spring isolators. Provide isolator with minimum 1-inch static deflection.
- B. Vibration Hangers:
 1. Elastomeric Hangers: Double-deflection type, with molded, oil-resistant rubber or neoprene isolator elements bonded to steel housings with threaded connections for hanger rods. Provide isolator with minimum 0.5-inch static deflection.
 2. Spring Hangers: Combination coil-spring and elastomeric-insert hanger with spring and insert in compression. Provide isolator with minimum 1-inch static deflection.

2.6 THERMOMETERS, PRESSURE GAGES AND TEST PLUGS

- A. Thermometers: Bimetal dial type complying with ASME B40.3. Direct-mounting, universal angle, with 5 inch dial. Minimum accuracy 1 percent of middle half of range.

- B. Pressure Gages: Indicating-dial type complying with ASME B40.1. Bourdon-tube type, oil filled, with probe length as required. Provide minimum 2-1/2-inch diameter dial where installed less than 8 feet AFF, 4-1/2-inch diameter where installed above 8 feet AFF. Minimum accuracy 3 percent of middle half of range. Range two times operating pressure.
- C. Test Plug: Corrosion-resistant brass or stainless-steel body with two self-sealing rubber core inserts and gasketed and threaded cap, with extended stem for units to be installed in insulated piping. Minimum pressure and temperature rating of 500 psig at 200 deg F.

2.7 MECHANICAL IDENTIFICATION MATERIALS

- A. Piping Identification Labels: Self-adhesive, color-coding vinyl tape; flexible, preprinted, self-adhesive vinyl. Color-coded letters on a white or black background. Provide a single line of text with flow direction and minimum 1-inch-high letters on 2-inch-high label; use larger labels for large piping.
- B. Equipment Identification Labels: Engraved, laminated acrylic or melamine label; self-adhesive or punched/drilled for screw mounting. White letters on a black background. Provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high.

PART 3 - EXECUTION

3.1 MOTOR INSTALLATION

- A. Anchor motor assembly to base, adjustable rails, or other support, arranged and sized according to manufacturer's written instructions.

3.2 GENERAL PIPING INSTALLATIONS

- A. Install piping free of sags and bends.
- B. Install fittings for changes in direction and branch connections.
- C. Install all piping perpendicular or parallel to building walls.
- D. Install piping tight to slabs, beams, joist, columns, wall, and other building elements. Allow sufficient space above removable ceiling panels to allow for ceiling panel removal.
- E. Install pipe escutcheons for pipes passing through walls.
- F. Install sheet metal sleeves for pipes passing through concrete, masonry, and gypsum board walls, and concrete floor and roof slabs.
- G. Exterior Wall, Pipe Penetrations: Mechanical sleeve seals installed in steel or cast-iron pipes for wall sleeves.
- H. Install unions for pipes 2 NPS and smaller, adjacent to each valve and at final connection to each piece of equipment. Install flanges for pipes 2 1/2 NPS and larger, adjacent to each valve and at final connection to each piece of equipment.
- I. Install dielectric unions and flanges to connect piping materials of dissimilar metals in gas piping.

- J. Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals in water piping.
- K. Install pressure gages on brass needle valves and snubbers.

3.3 GENERAL EQUIPMENT INSTALLATIONS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel, and perpendicular to other building systems and components, unless otherwise indicated.
- C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.

3.4 BASES, SUPPORTS, AND ANCHORAGES

- A. Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.
 - 1. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit.
 - 2. Install dowel rods on 18-inch centers around the full perimeter of the base to connect concrete base to concrete floor.
 - 3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
 - 4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 5. Use reinforced, 3000-psi, 28-day compressive-strength concrete.
- B. Mix and install grout for pump and other equipment base plates, and anchors. Place grout, completely filling equipment bases.

3.5 HANGERS AND SUPPORTS

- A. Comply with MSS SP-69 and MSS SP-89. Install building attachments within concrete or to structural steel.
- B. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- C. Install Thermal-Hanger Shield Inserts on insulated piping with vapor retarder for piping 2 NPS and larger.
- D. Install powder-actuated fasteners and mechanical-expansion anchors in concrete after concrete is cured. Do not use in lightweight concrete or in slabs less than 4 inches thick.

- E. Load Distribution: Install hangers and supports so piping live and dead loading and stresses from movement will not be transmitted to connected equipment.
- F. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
 - 1. Adjustable Steel Clevis Hangers (MSS Type 1): For suspension of non-insulated or insulated stationary pipes, NPS 1/2 to NPS 30.
 - 2. Pipe Hangers (MSS Type 5): For suspension of pipes, NPS 1/2 to NPS 4, to allow off-center closure for hanger installation before pipe erection.
 - 3. Adjustable Steel Band Hangers (MSS Type 7): For suspension of non-insulated stationary pipes, NPS 1/2 to NPS 8.
 - 4. Adjustable Band Hangers (MSS Type 9): For suspension of non-insulated stationary pipes, NPS 1/2 to NPS 8.
 - 5. Adjustable Swivel-Ring Band Hangers (MSS Type 10): For suspension of non-insulated stationary pipes, NPS 1/2 to NPS 2.
- G. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
 - 1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 20.
 - 2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers, NPS 3/4 to NPS 20, if longer ends are required for riser clamps.

3.6 VIBRATION ISOLATION CONTROL DEVICE INSTALLATION

- A. Adjust vibration isolators to allow free movement of equipment limited by restraints.
- B. Install resilient bolt isolation washers and bushings on equipment anchor bolts.
- C. Install cables so they do not bend across sharp edges of adjacent equipment or building structure.

END OF SECTION 23 05 00

SECTION 23 05 23 - GENERAL-DUTY VALVES FOR HVAC PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Bronze ball valves.
2. Iron, single-flange butterfly valves.
3. Bronze swing check valves.
4. Iron swing check valves.
5. Bronze gate valves.
6. Iron gate valves.
7. Bronze globe valves.
8. Iron globe valves.

B. Related Sections:

1. Section 23 05 53 "Identification for HVAC Piping and Equipment" for valve tags and schedules.

1.2 ACTION SUBMITTALS

- A. Product Data:** For each type of valve indicated.

1.3 QUALITY ASSURANCE

- A. Source Limitations for Valves:** Obtain each type of valve from single source from single manufacturer.
- B. ASME Compliance:** ASME B16.10 and ASME B16.34 for ferrous valve dimensions and design criteria.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR VALVES

- A. Refer to HVAC valve schedule articles for applications of valves.**
- B. Valve Pressure and Temperature Ratings:** Not less than indicated and as required for system pressures and temperatures.
- C. Valve Sizes:** Same as upstream piping unless otherwise indicated.
- D. Valve Actuator Types:**

1. Gear Actuator: For quarter-turn valves NPS 8 (DN 200) and larger.
 2. Handwheel: For valves other than quarter-turn types.
 3. Handlever: For quarter-turn valves NPS 6 (DN 150) and smaller except plug valves.
 4. Chainwheel: Device for attachment to valve handwheel, stem, or other actuator; of size and with chain for mounting height, as indicated in the "Valve Installation" Article.
- E. Valves in Insulated Piping: With 2-inch (50-mm) stem extensions and the following features:
1. Gate Valves: With rising stem.
 2. Ball Valves: With extended operating handle of non-thermal-conductive material, and protective sleeve that allows operation of valve without breaking the vapor seal or disturbing insulation.
 3. Butterfly Valves: With extended neck.
- F. Valve-End Connections:
1. Flanged: With flanges according to ASME B16.1 for iron valves.
 2. Solder Joint: With sockets according to ASME B16.18.
 3. Threaded: With threads according to ASME B1.20.1.

2.2 BRONZE BALL VALVES

- A. Two-Piece, Full-Port, Bronze Ball Valves with Stainless-Steel Trim:
1. Manufacturers: Subject to compliance with requirements, [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:
 - a. Conbraco Industries, Inc.; Apollo Valves.
 - b. Crane Co.; Crane Valve Group; Crane Valves.
 - c. Hammond Valve.
 - d. Lance Valves; a division of Advanced Thermal Systems, Inc.
 - e. Milwaukee Valve Company.
 - f. NIBCO INC.
 - g. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
 2. Description:
 - a. Standard: MSS SP-110.
 - b. SWP Rating: 150 psig (1035 kPa).
 - c. CWP Rating: 600 psig (4140 kPa).
 - d. Body Design: Two piece.
 - e. Body Material: Bronze.
 - f. Ends: Threaded.
 - g. Seats: PTFE or TFE.
 - h. Stem: Stainless steel.
 - i. Ball: Stainless steel, vented.
 - j. Port: Full.

2.3 IRON, SINGLE-FLANGE BUTTERFLY VALVES

A. 200 CWP, Iron, Single-Flange Butterfly Valves with EPDM Seat and Stainless-Steel Disc:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABZ Valve and Controls; a division of ABZ Manufacturing, Inc.
 - b. American Valve, Inc.
 - c. Conbraco Industries, Inc.; Apollo Valves.
 - d. Cooper Cameron Valves; a division of Cooper Cameron Corp.
 - e. Crane Co.; Crane Valve Group; Jenkins Valves.
 - f. Crane Co.; Crane Valve Group; Stockham Division.
 - g. DeZurik Water Controls.
 - h. Flo Fab Inc.
 - i. Hammond Valve.
 - j. Kitz Corporation.
 - k. Legend Valve.
 - l. Milwaukee Valve Company.
 - m. Mueller Steam Specialty; a division of SPX Corporation.
 - n. NIBCO INC.
 - o. Norriseal; a Dover Corporation company.
 - p. Red-White Valve Corporation.
 - q. Spence Strainers International; a division of CIRCOR International.
 - r. Sure Flow Equipment Inc.
 - s. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
2. Description:
 - a. Standard: MSS SP-67, Type I.
 - b. CWP Rating: 200 psig (1380 kPa).
 - c. Body Design: Lug type; suitable for bidirectional dead-end service at rated pressure without use of downstream flange.
 - d. Body Material: ASTM A 126, cast iron or ASTM A 536, ductile iron.
 - e. Seat: EPDM.
 - f. Stem: One- or two-piece stainless steel.
 - g. Disc: Stainless steel.

2.4 BRONZE SWING CHECK VALVES

A. Class 150, Bronze Swing Check Valves with Bronze Disc:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. American Valve, Inc.
 - b. Crane Co.; Crane Valve Group; Crane Valves.
 - c. Crane Co.; Crane Valve Group; Jenkins Valves.

- d. Crane Co.; Crane Valve Group; Stockham Division.
- e. Kitz Corporation.
- f. Milwaukee Valve Company.
- g. NIBCO INC.
- h. Red-White Valve Corporation.
- i. Zy-Tech Global Industries, Inc.

2. Description:

- a. Standard: MSS SP-80, Type 3.
- b. CWP Rating: 300 psig (2070 kPa).
- c. Body Design: Horizontal flow.
- d. Body Material: ASTM B 62, bronze.
- e. Ends: Threaded.
- f. Disc: Bronze.

2.5 IRON SWING CHECK VALVES

A. Class 250, Iron Swing Check Valves with Metal Seats:

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

- a. Crane Co.; Crane Valve Group; Crane Valves.
- b. Crane Co.; Crane Valve Group; Jenkins Valves.
- c. Crane Co.; Crane Valve Group; Stockham Division.
- d. Hammond Valve.
- e. Milwaukee Valve Company.
- f. NIBCO INC.
- g. Watts Regulator Co.; a division of Watts Water Technologies, Inc.

2. Description:

- a. Standard: MSS SP-71, Type I.
- b. NPS 2-1/2 to NPS 12 (DN 65 to DN 300), CWP Rating: 500 psig (3450 kPa).
- c. NPS 14 to NPS 24 (DN 350 to DN 600), CWP Rating: 300 psig (2070 kPa).
- d. Body Design: Clear or full waterway.
- e. Body Material: ASTM A 126, gray iron with bolted bonnet.
- f. Ends: Flanged.
- g. Trim: Bronze.
- h. Gasket: Asbestos free.

2.6 BRONZE GATE VALVES

A. Class 150, NRS Bronze Gate Valves:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Hammond Valve.
 - b. Kitz Corporation.
 - c. Milwaukee Valve Company.
 - d. NIBCO INC.
 - e. Powell Valves.
 - f. Red-White Valve Corporation.
 - g. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
2. Description:
 - a. Standard: MSS SP-80, Type 1.
 - b. CWP Rating: 300 psig (2070 kPa).
 - c. Body Material: ASTM B 62, bronze with integral seat and union-ring bonnet.
 - d. Ends: Threaded.
 - e. Stem: Bronze.
 - f. Disc: Solid wedge; bronze.
 - g. Packing: Asbestos free.
 - h. Handwheel: Malleable iron, bronze, or aluminum.

2.7 IRON GATE VALVES

A. Class 250, NRS, Iron Gate Valves:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Crane Co.; Crane Valve Group; Crane Valves.
 - b. Crane Co.; Crane Valve Group; Stockham Division.
 - c. NIBCO INC.
2. Description:
 - a. Standard: MSS SP-70, Type I.
 - b. NPS 2-1/2 to NPS 12 (DN 65 to DN 300), CWP Rating: 500 psig (3450 kPa).
 - c. NPS 14 to NPS 24 (DN 350 to DN 600), CWP Rating: 300 psig (2070 kPa).
 - d. Body Material: ASTM A 126, gray iron with bolted bonnet.
 - e. Ends: Flanged.
 - f. Trim: Bronze.
 - g. Disc: Solid wedge.
 - h. Packing and Gasket: Asbestos free.

2.8 BRONZE GLOBE VALVES

A. Class 150, Bronze Globe Valves with Nonmetallic Disc:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Crane Co.; Crane Valve Group; Crane Valves.
 - b. Hammond Valve.
 - c. Kitz Corporation.
 - d. Milwaukee Valve Company.
 - e. NIBCO INC.
 - f. Powell Valves.
 - g. Red-White Valve Corporation.
 - h. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
 - i. Zy-Tech Global Industries, Inc.
2. Description:
 - a. Standard: MSS SP-80, Type 2.
 - b. CWP Rating: 300 psig (2070 kPa).
 - c. Body Material: ASTM B 62, bronze with integral seat and union-ring bonnet.
 - d. Ends: Threaded.
 - e. Stem: Bronze.
 - f. Disc: PTFE or TFE.
 - g. Packing: Asbestos free.
 - h. Handwheel: Malleable iron, bronze, or aluminum.

2.9 IRON GLOBE VALVES

A. Class 250, Iron Globe Valves:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Crane Co.; Crane Valve Group; Crane Valves.
 - b. Crane Co.; Crane Valve Group; Jenkins Valves.
 - c. Crane Co.; Crane Valve Group; Stockham Division.
 - d. Hammond Valve.
 - e. Milwaukee Valve Company.
 - f. NIBCO INC.
 - g. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
2. Description:
 - a. Standard: MSS SP-85, Type I.
 - b. CWP Rating: 500 psig (3450 kPa).
 - c. Body Material: ASTM A 126, gray iron with bolted bonnet.
 - d. Ends: Flanged.
 - e. Trim: Bronze.
 - f. Packing and Gasket: Asbestos free.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- C. Examine threads on valve and mating pipe for form and cleanliness.
- D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.
- E. Do not attempt to repair defective valves; replace with new valves.

3.2 VALVE INSTALLATION

- A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- B. Locate valves for easy access and provide separate support where necessary.
- C. Install valves in horizontal piping with stem at or above center of pipe.
- D. Install valves in position to allow full stem movement.
- E. Install swing check valves for proper direction of flow and in horizontal position with hinge pin level.

3.3 ADJUSTING

- A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

3.4 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valve applications are not indicated, use the following:
 - 1. Shutoff Service: Ball, butterfly, or gate valves.
 - 2. Throttling Service, Except Steam: globe, ball, or butterfly valves.
- B. If valves with specified SWP classes or CWP ratings are not available, the same types of valves with higher SWP classes or CWP ratings may be substituted.

C. Select valves, except wafer types, with the following end connections:

1. For Copper Tubing, NPS 2 (DN 50) and Smaller: Threaded ends except where solder-joint valve-end option is indicated in valve schedules below.
2. For Copper Tubing, NPS 2-1/2 to NPS 4 (DN 65 to DN 100): Flanged ends except where threaded valve-end option is indicated in valve schedules below.
3. For Copper Tubing, NPS 5 (DN 125) and Larger: Flanged ends.
4. For Steel Piping, NPS 2 (DN 50) and Smaller: Threaded ends.
5. For Steel Piping, NPS 2-1/2 to NPS 4 (DN 65 to DN 100): Flanged ends except where threaded valve-end option is indicated in valve schedules below.
6. For Steel Piping, NPS 5 (DN 125) and Larger: Flanged ends.

3.5 CHILLED-WATER VALVE SCHEDULE

A. Pipe NPS 2 (DN 50) and Smaller:

1. Bronze Valves: May be provided with solder-joint ends instead of threaded ends.
2. Bronze Angle Valves: Class 150, bronze disc.
3. Ball Valves: Two-piece, full port, bronze with stainless-steel trim.
4. Bronze Swing Check Valves: Class 150, bronze disc.
5. Bronze Gate Valves: Class 150, NRS, bronze.
6. Bronze Globe Valves: Class 150, non-metallic disc.

B. Pipe NPS 2-1/2 (DN 65) and Larger:

1. Iron Valves, NPS 2-1/2 to NPS 4 (DN 65 to DN 100): May be provided with threaded ends instead of flanged ends.
2. Iron, Single-Flange Butterfly Valves, NPS 2-1/2 to NPS 12 (DN 65 to DN 300): 200 CWP, EPDM seat, stainless-steel disc.
3. Iron Swing Check Valves: Class 250, metal seats.
4. Iron Gate Valves: Class 250, NRS.
5. Iron Globe Valves: Class 250.

END OF SECTION 23 05 23

SECTION 23 05 53 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Equipment labels.
2. Pipe labels.

1.2 ACTION SUBMITTAL

A. Product Data:

1. For each type of product indicated.

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

A. Plastic Labels for Equipment:

1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch (3.2 mm) thick and having predrilled holes for attachment hardware.
2. Letter Color: Black.
3. Background Color: White.
4. Maximum Temperature: Able to withstand temperatures up to 160 deg F (71 deg C).
5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch (64 by 19 mm).
6. Minimum Letter Size: 1/2 inch (13 mm) for viewing distances up to 72 inches (1830 mm), and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
7. Fasteners: Stainless-steel rivets or self-tapping screws.
8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

B. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified.

C. Equipment Label Schedule: For each item of equipment to be labeled, on 8-1/2-by-11-inch (A4) bond paper. Tabulate equipment identification number and identify Drawing numbers where equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified. Equipment schedule shall be included in operation and maintenance data.

2.2 PIPE LABELS

- A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.
- B. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.
- C. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings, pipe size, and an arrow indicating flow direction.
 - 1. Flow-Direction Arrows: Integral with piping system service lettering to accommodate both directions, or as separate unit on each pipe label to indicate flow direction.
 - 2. Lettering Size: At least 1-1/2 inches (38 mm) high.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

3.2 EQUIPMENT LABEL INSTALLATION

- A. Install or permanently fasten labels on each major item of mechanical equipment.
- B. Locate equipment labels where accessible and visible.

3.3 PIPE LABEL INSTALLATION

- A. Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:
 - 1. Near each valve and control device.
 - 2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
 - 3. Near penetrations through walls, floors, ceilings, and inaccessible enclosures.
 - 4. At access doors, manholes, and similar access points that permit view of concealed piping.
 - 5. Near major equipment items and other points of origination and termination.
 - 6. Spaced at maximum intervals of 50 feet (15 m) along each run. Reduce intervals to 25 feet (7.6 m) in areas of congested piping and equipment.
 - 7. On piping above removable acoustical ceilings. Omit intermediately spaced labels.
- B. Pipe Label Color Schedule:
 - 1. Heating Water Piping:
 - a. Background Color: Yellow.

- b. Letter Color: Black.

END OF SECTION 23 05 53

SECTION 23 21 13 HYDRONIC PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 01 Specifications Sections, Section 23 05 00 – Common Requirements for HVAC Systems and Equipment shall also apply to this section.

PART 2 - PRODUCTS

2.1 PIPING IDENTIFICATION:

- A. Lettering on marker shall be at least 1-inch high block type in contrasting color. An arrow indicating flow direction shall be painted next to each marker. Where markers occur on parallel groups of piping they shall be neatly lined up.
- B. See Piping Identification Schedule.

PIPING IDENTIFICATION SCHEDULE

<u>Service</u>	<u>Letter Wording</u>	<u>Marker Color</u>	<u>Letter Color</u>
Heating Hot Water Supply	HWS	Yellow	Black
Heating Hot Water Return	HWR	Yellow	Black

2.2 PIPING MATERIALS AND FITTINGS:

- A. Piping used throughout project shall conform to the following specifications. Piping shall be plainly marked with manufacturers name and weight. All materials listed may not be required on this project. See PIPING MATERIALS SCHEDULE on the construction drawings for materials to be used for each piping system. Piping materials shall be as follows:
 - 1. Carbon Steel Pipe (1/8" through 2-1/2"):
 - a. Provide continuous weld or electric resistance welded carbon steel pipe conforming to ASTM Specification A-120 or A-53 as scheduled.
 - b. Pipe joints shall be threaded conforming to ANSI Standard B2.1.
 - c. Pipe by Armco, Youngstown, United States Steel or equal.
 - 2. Carbon Steel Pipe (3" and Above):
 - a. Provide seamless continuous or electric weld carbon steel pipe conforming to ASTM Specification A-120 or A-53 as scheduled.
 - b. Pipe ends shall be beveled for welding.
 - c. Pipe by Armco, Youngstown, United States Steel or equal.

3. Polyvinyl Chloride (PVC) Pipe:

- a. Provide Type 1, Grade 1, Polyvinyl Chloride Pipe conforming to requirements of current ASTM Specification D-1785 for pressure piping as scheduled. Pipe shall be approved by National Sanitation Foundation (NSF) for potable water.
- b. Provide Type 1, Grade 1, Polyvinyl Chloride Pipe conforming to requirements of current ASTM Specification D-2665 for DWV piping as scheduled. Cellular core PVC piping will not be approved.
- c. Pipe for pressure piping shall have plain ends for socket type fittings.
- d. Pipe by Chemtrol, Charlotte, Tyler or equal.

4. Copper Tube:

- a. Provide hard temper copper water tube conforming to requirements of current ASTM Specification B-88. Tubing shall be Type K, L or M as listed in schedule.
- b. Tubing joints shall be soldered or brazed, See schedule for joining method to be used.
- c. Pipe by Cerro, Chase, Mueller, Revere Copper or equal.

5. Copper Tube Type ACR:

- a. Provide hard temper nitrogenized copper refrigerant tube conforming to requirements of current ASTM B-88. Tube shall be type L or K as listed in schedule.
- b. Tubing joints shall be brazed.
- c. Pipe by Cerro, Mueller or equal.

2.3 PIPING FITTINGS:

- A. Piping fittings used throughout project shall be proper type for installation method used and shall be compatible with piping system materials. Fittings listed in piping material schedule shall conform to the following specifications:

1. Carbon Steel Welding Fittings:

- a. Provide Carbon Low Alloy Seamless Steel Welding Fittings conforming to current ANSI Standard B16.9 and ASTM Specification A234.
- b. Fittings by Grinnell, Midwest or equal.

2. Branch Connection Welding Fittings:

- a. Provide carbon steel Weldolet fittings conforming to ANSI Standards B16.9, B16.11, B31.1.0 and ASTM Specification A105 grade 11.
 - b. Fittings by Bonney Forge or equal.
- 3. Branch Connection, Welding to Screwed Fitting:
 - a. Provide carbon steel Thredolet fitting conforming to ANSI Standards B16.9, B16.1 1, B31.1 and ASTM Specification A105 Grade 11.
 - b. Fittings by Bonney Forge or equal.
- 4. Carbon Steel Flanges:
 - a. Provide carbon steel flanges conforming to ASTM Specification A181 Grade 1 and ANSI Standard B16.5.
 - b. Flanges by Grinnell, Midwest or equal.
- 5. Malleable Iron Screwed Fittings:
 - a. Provide screwed malleable iron fittings conforming to ANSI Standard B16.3, B2.1 and ASTM Specification A-47 grade 32510.
 - b. Fittings by Crane, Grinnell, Stockham or equal.
- 6. Cast Iron Screwed Fittings:
 - a. Provide screwed cast iron fittings conforming to ANSI Standard B16.4, B2.1, and ASTM Specification A-126, Class A.
 - b. Fittings by Crane, Grinnell, Stockham or equal.
- 7. Wrought Copper Fittings:
 - a. Provide wrought solder joint copper tube fitting conforming to ANSI Standard B16.22.
 - b. Fittings by Chase, Nibco or equal.
- 8. Cast Bronze Fittings:
 - a. Provide cast bronze solder joint fittings conforming to ANSI Standard B16.18.
 - b. Fittings by Chase, Nibco or equal.
- 9. PVC, DWV Fittings:
 - a. Provide PVC, DWV socket fittings conforming to ASTM D-3311 and D-2661.
 - b. Solvent cement of socket fittings shall conform to ASTM D-2235.

- c. Fittings by Chemtrol, Charlotte, Tyler or equal.

2.4 INSULATING UNIONS AND FLANGES:

- A. Provide insulating unions and flanges conforming to following specifications and plainly and permanently marked with manufacturer's name and pressure class rating. Unions and flanges shall be as follows:
 - 1. Iron or steel pipe to copper pipe:
 - a. Provide Epco dielectric union or flange with screwed or solder joint as required. Union shall have 250 PSI rating and flange 175 PSI rating at 190 degrees F.

2.5 STRAINERS:

- A. General: Provide Zurn "Y" type self-cleaning strainers with FIPT blow-off outlet, flanges or screwed end with pressure rating as required by piping system. Provide strainers with removable stainless steel or monel screens with perforations as follows:

TYPE OF SERVICE	STRAINERS SIZE, INCHES		
	¼ to 2	2 ½ to 6	8 to 24
Water	.005	1/16	1/8

- B. Equivalent strainers by Armstrong, Metraflex, Trane, Nibco, Victaulic or Spirax Sarco.

2.6 UNIONS:

- A. Provide Stockham brass seat unions of material and pressure rating required by piping system.
- B. Equivalent union by Metraflex, Grinnell or equal.

PART 3 - EXECUTION

3.1 PIPING IDENTIFICATION:

- A. Identify piping in mechanical rooms, open pipe chases, tunnels, and other places where piping is accessible for operation and maintenance by painting with identification colors and with pressure sensitive pipe markers.
- B. Place piping markers so they can be easily read from operating position and floor.
- C. Mark piping with marker and a 3-inch wide band of identification color around circumference of pipe in lieu of painting complete pipe or pipe covering.

3.2 STRAINERS:

- A. Install strainers upstream from automatic control valves, steam traps and pumps. Where strainers are an integral part of these items or incorporated in accessory equipment directly upstream, individual line strainers will not be required. Strainers shall be same size as piping.

Provide strainers with proper isolation and blow down valves to allow basket removal for cleaning.

3.3 UNIONS:

- A. Provide unions or flanged joint in each line preceding connections to equipment or valves requiring maintenance.
- B. Where piping systems of dissimilar materials are jointed together provide proper insulating union as specified under this specification.

3.4 PIPING INSTALLATION:

- A. Pipe sizes indicated on plans and as specified refer to nominal size in inches for steel pipe, cast iron pipe and copper tubing, unless otherwise indicated. Pipes are sized to nearest 1/2". In no case shall piping smaller than size specified be used.
- B. Contractor shall provide and be responsible for proper location of pipe sleeves, hangers, supports and inserts. Install hangers, supports, inserts, etc., as recommended by manufacturer and as specified and detailed on drawings. Verify construction types and provide proper hangers, inserts and supports in accordance with manufacturers load ratings and provide for thermal expansion of piping without exceeding allowable stress on piping or supports. Provide solid type hangers and supports where pipe travel exceeds manufacturers recommendations for fixed hanger and supports. Provide copper plated hangers and supports for suspension of uninsulated copper tubing lines.
- C. Install all piping parallel with building lines and parallel with other piping to obtain a neat and orderly appearance of piping system. All piping shall be concealed unless noted otherwise. Secure piping with approved anchors and provide guides where required to insure proper direction of piping expansion. Piping shall be installed so that allowable stress for piping, valves and fittings used are not exceeded during normal operation or testing of piping system.
- D. Pitch all piping and where possible make connections from horizontal piping so that air can be properly vented from system. Provide air vents as specified at all system high points and at drops in piping in direction of flow. Use eccentric reducers where necessary to avoid air pockets in horizontal piping.
- E. Provide piping materials and wall thickness for specific piping systems as listed in piping schedules. Steel piping systems 2-1/2" under shall be threaded pipe and fittings. Steel pipe systems 3" and above shall be weld end pipe and fittings unless required otherwise by Code.
- F. Provide unions or flanged joints in each pipe line preceding connections to equipment to allow removal for repair or replacement. Provide all screwed end valves with union adjacent to valve unless valve can be otherwise easily removed from line. Provide unions on identical sizes of equipment for which one replacement item to be installed between unions without making any piping changes.
- G. Piping fitting materials for specific piping systems shall be as listed in piping schedule. Fittings shall be approved factory made type with threaded or weld ends as required. Fitting pressures and temperature ratings shall be equal to or exceed maximum operating temperature and

working pressure of piping system. No mitered or field fabricated pipe fittings will be permitted.

- H. All pipe threads shall meet ANSI Standard B2.1 for taper threads. Lubricate pipe threads with Astroseal teflon thread sealant and lubricating compound applied full strength. Powdered or made up compound will not be permitted. Pipe thread compound shall be applied only to male pipe threads.
- I. Welded pipe joints shall be made by qualified welding procedures and welders. Welding electrodes shall be type and material recommended by electrode manufacturer for materials to be welded. All pipe fitting ends shall be beveled a minimum of 30 degrees prior to welding.
- J. Brazed socket type joints shall be made with suitable brazing alloys. Minimum socket depth shall be sufficient for intended service. Brazing alloy shall be end fed into socket and shall fill completely annular clearance between socket and pipe or tube. Brazed joints depending solely upon a fillet rather than a socket type joint will not be acceptable.
- K. Soft soldered socket type joints shall be made in with 95-5 tin-antimony solder as required by temperature and pressure rating of piping system. Soldered socket joints shall be limited to systems containing nonflammable and non-toxic fluids. Soldered socket-type joints shall not be used on piping systems subject to shock or vibration. Soldered joints depending solely upon a fillet rather than a socket-type joint will not be acceptable.
- L. Make changes in piping size and direction with approved factory made fittings. Steel pipe and fittings 2-1/2" and smaller shall be threaded type, pipe and fittings 3" and larger shall be weld type. Provide fittings suitable for at least 125 PSI working pressure or of pressure rating required for maximum working pressure of system whichever is greater.

3.5 TESTING PROCEDURES:

- A. Test all lines and systems before they are insulated, painted or concealed by construction or backfilling. Provide fuel, water, electricity, materials, labor and equipment required for tests.
- B. Where entire system can not be tested before concealment, test system in sections. Upon completion, each system shall be tested as an entire system.
- C. Repair or replace defects, leaks and materials failures revealed by tests and then retested until satisfactory. Make repairs with new materials.
- D. Verify that system components are rated for maximum test pressures to be applied. Where specified test pressures exceed component ratings remove or isolate components from system during tests.
- E. Test methods and pressures shall be as follows:
 - 1. Hydrostatic Test (Closed Systems):
 - a. Hydrostatic test shall be performed using clean unused domestic water. Test pressures shall be as scheduled for system or 150% of operating pressure where not specified.

2. Hydrostatic Test (Open System):

- a. Test entire system with 10 foot head of water. Where system is tested in sections each joint in building except uppermost 10 feet of system shall be submitted to at least 10 feet head of water. Water shall be held in system for 15 minutes before inspection starts. System shall hold test pressure without leaks.

3. Pneumatic Test:

- a. Test entire system with compressed air. Systems operating above 2 PSI shall be tested at 75 PSI or 150% of operating pressure or whichever is greater.
- b. Allow at least 1 hour after test pressure has been applied before making initial test.
- c. During test, completely isolate entire system from compressor or other sources of air pressure,

4. Pressure Relief and Safety Valve:

- a. Before installation, test pressure temperature, and safety relief valves to confirm relief settings comply with specifications.
- b. Tag items that pass test with date of test, observed relief pressure setting and inspector's signature.
- c. Items installed in systems without test tag attached will be rejected.

F. All systems shall hold scheduled test pressures for specified time without loss of initial test pressure.

G. Upon completion of testing submit five copies of a typewritten report to A/E. Report shall list systems tested, test methods, test pressures, holding time and all failures with corrective action taken.

H. For test pressures see Piping Material Schedule on drawings.

3.6 PIPING PROTECTIVE COATING:

- A. Prepare and coat field made pipe joints and make coating repairs according to manufacturer's recommendation. Cover joints with shrinkable polyethylene sleeve. Coated piping passing through pipe sleeve shall have double thickness coating through sleeve.

END OF SECTION 23 21 13