

# PROJECT MANUAL

*Campground Loop 4 Upgrades  
Montauk State Park  
Salem, Missouri*

Designed By: Olsson, Inc  
1301 Burlington Street  
North Kansas City, MO 65804

Date Issued: January 13, 2023

Project No.: X2203-01

STATE *of* MISSOURI

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OFFICE *of* ADMINISTRATION  
Facilities Management, Design & Construction

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**SECTION 000107 – PROFESSIONAL SEALS AND CERTIFICATIONS**

**PROJECT NUMBER: X-2203-01 – Electrical Upgrade System, Campground #4, Montauk State Park – Salem, MO**

**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:**

**CIVIL ENGINEER OF RECORD**

Olsson Inc.

DIVISIONS: 03, 06, 12, 31, 32



**ELECTRICAL ENGINEER OF RECORD**

Olsson, Inc.

DIVISIONS: 26



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

**1.2 SUMMARY**

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

**PART 2 - PRODUCTS (NOT APPLICABLE)****PART 3 - EXECUTION****3.1 LIST OF DRAWINGS**

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

	<b><u>TITLE</u></b>	<b><u>SHEET #</u></b>	<b><u>DATE</u></b>	<b><u>CAD #</u></b>
1.	Cover Sheet	Sheet G-100	01/13/2023	G-100
2.	Site Layout	Sheet C-100	01/13/2023	C-100
3.	Campground Layout	Sheet C-101	01/13/2023	C-101
4.	Sediment & Erosion Control Plans	Sheet C-200	01/13/2023	C-200
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16.	Electrical Details	Sheet E-400	01/13/2023	E-DT-4.00
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**END OF SECTION 000115**

## SECTION 001116 - INVITATION FOR BID

### 1.0 OWNER:

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

### 2.0 PROJECT TITLE AND NUMBER:

- A. Campground Loop 4 Upgrades  
Montauk State Park  
Salem, Missouri  
**Project No.: X2203-01**

### 3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, Thursday, April 6, 2023
- B. **Only electronic bids on MissouriBUYS shall be accepted: <https://missouribuys.mo.gov>. Bidder must be registered to bid.**

### 4.0 DESCRIPTION:

- A. Scope: The Work consists of site clearing, grading, and improvements associated with the upgrade of electrical facilities for Campground Loop #4 within the existing Montauk State Park
- B. MBE/WBE/SDVE Goals: MBE 10%, WBE 10%, and SDVE 3%. **NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.**
- C. **\*\*NOTE:** Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.
- D. In addition to the State of Missouri MBE/WBE/SDVE participation goals set forth herein and in the bid documents for this project, the contractor on a federally funded/assisted construction project is subject to federal Executive Order 11246. The Bidder's attention is drawn to the Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246, 41 C.F.R. 60-4.2) in Section 007333, SUPPLEMENTARY GENERAL CONDITIONS FOR FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECTS, which is incorporated by reference.

### 5.0 PRE-BID MEETING:

- A. Place/Time: 10 AM, Wednesday, March, 22, 2023, at the Park Office at 345 County Road 6670 Salem, Missouri 65560.
- 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 from American Document Solutions (ADS). **MAKE CHECKS PAYABLE TO: American Document Solutions.** Mail to: American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433, <https://www.adsplanroom.net>. NOTE: Prime contractors will be allowed a maximum of two bid sets at the deposit rate shown above. Other requesters will be allowed only one bid set at this rate. Additional bid sets or parts thereof may be obtained by any bidder at the cost of printing and shipping by request to American Document Solutions at the address shown above. **Bidder must secure at least one bid set to become a planholder.**
- B. **Refunds: Return plans and specifications in unmarked condition within 15 working days of bid opening to American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433. Deposits for plans not returned within 15 working days shall be forfeited.**
- C. Information for upcoming bids, including downloadable plans, specifications, Invitation for Bid, bid tabulation, award, addenda, and access to the ADS planholders list, is available on the Division of Facilities Management, Design and Construction's web site: <https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans>.

### 7.0 POINT OF CONTACT:

- A. Designer: Olsson, Tim Danner, 816-361-1177, email: [tdanner@olsson.com](mailto:tdanner@olsson.com)
- B. Project Manager: Eric Hibdon, 573-522-0322, email: [Eric.Hibdon@oa.mo.gov](mailto:Eric.Hibdon@oa.mo.gov)

### 8.0 GENERAL INFORMATION:

- A. The State reserves the right to reject any and all bids and to waive all informalities in bids. No bid may be withdrawn for a period of 20 working days subsequent to the specified bid opening time. The contractor shall pay not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, as determined by the Missouri Department of Labor and Industrial Relations and as set out in the detailed plans and specifications.
- B. Bid results will be available at <https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans> after it is verified that at least one bid is awardable and affordable.
- C. This is a federally funded/assisted construction project that requires compliance by the awarded contractor with applicable federal laws and regulations. The Bidder should review Section 007333, SUPPLEMENTARY GENERAL CONDITIONS FOR FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECTS, which is made part of this solicitation and will be made a physical part of the

resulting contract.

- D. The State of Missouri, OA-FMDC, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry or national origin in consideration for an award. Federal Land and Water Conservation Funds are being used in this project, and all relevant federal, state and local requirements apply.

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

- A. The bidder shall submit his or her bid and all supporting documentation on MissouriBUYS eProcurement System. No hard copy bids shall be accepted. Go to <https://missouribuys.mo.gov> and register. The bidder must register and complete a profile fully with all required documents submitted prior to submitting a bid.
- B. Once registered, log in.
1. Under "Solicitation" select "View Current Solicitations."
  2. Under "Filter by Agency" select "OA-FMDC-Contracts Chapter 8", then click "Filter Solicitation" button.
  3. Select "Active Solicitations" tab.
  4. To see the Solicitation Summary, click on the Project Number and the summary will open. Click each heading to open detailed information.
- C. Here are simplified instructions for uploading the bid to MissouriBUYS:
1. Find the solicitation by completing Steps 1 through 4 above.
  2. Select the three dots under "Actions." Select "Add New Response."
  3. When the Quote box opens, give the response a title and select "OK."
  4. The detailed solicitation will open. Select "Check All" for the Original Solicitation Documents, open each document, and select "Accept." If this step is not completed, a bid cannot be uploaded. Scroll to the bottom of the page and select "Add Attachments." If you do not see this command, not all documents have been opened and accepted.
  5. The Supplier Attachments box will open. Select "Add Attachment" again.
  6. The Upload Documents box will open. Read the instructions for uploading. Disregard the "Confidential" check box.
  7. Browse and attach up to 5 files at a time. Scroll to bottom of box and select "Upload." The Supplier Attachments box will open. Repeat Steps 5 through 7 if more than 5 files are to be uploaded.
  8. When the Supplier Attachments box opens again and uploading is complete, select "Done." A message should appear that the upload is successful. If it does not, go to the Bidder Response tab and select "Submit."
  9. The detailed solicitation will open. At the bottom select "Close."
- D. Any time a bidder wants to modify the bid, he or she will have to submit a new one. FMDC will open the last response the bidder submits. The bidder may revise and submit the bid up to the close of the solicitation (bid date and time). Be sure to allow for uploading time so that the bid is successfully uploaded prior to the 1:30 PM deadline; we can only accept the bid if it is uploaded before the deadline.
- E. If you want to verify that you are uploading documents correctly, please contact Paul Girouard: 573-751-4797, [paul.girouard@oa.mo.gov](mailto:paul.girouard@oa.mo.gov) ; April Howser: 573-751-0053, [April.Howser@oa.mo.gov](mailto:April.Howser@oa.mo.gov) ; or Mandy Roberson: 573-522-0074, [Mandy.Roberson@oa.mo.gov](mailto:Mandy.Roberson@oa.mo.gov).
- F. If you are experiencing login issues, please contact Web Procure Support (Proactis) at 866-889-8533 anytime from 7:00 AM to 7:00 PM Central Time, Monday through Friday. If you try using a userid or password several times that is incorrect, the system will lock you out. Web Procure Support is the only option to unlock you! If you forget your userid or password, Web Procure Support will provide a temporary userid or password. Also, if it has been a while since your last successful login and you receive an "inactive" message, contact Web Procure (Proactis). If you are having a registration issue, you may contact Cathy Holliday at 573-751-3491 or by email: [cathy.holliday@oa.mo.gov](mailto:cathy.holliday@oa.mo.gov).



## IMPORTANT REMINDER REGARDING REQUIREMENT FOR OEO CERTIFICATION

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

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

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

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

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

### **2.0 - BID DOCUMENTS**

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

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

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

### **4.0 - INTERPRETATIONS**

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

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

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

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

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

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

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

## **6.0 - SIGNING OF BIDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **12.0 - WORKING DAYS**

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

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

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

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

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

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

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

8. **“SERVICE-DISABLED VETERAN ENTERPRISE”** has the same meaning as “Service-Disabled Veteran Business” set forth in section 34.074, RSMo.

B. MBE/WBE/SDVE General Requirements:

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

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

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

and carrying out its responsibilities by actually performing, managing and supervising the work or providing supplies or manufactured materials.

D. Certification of MBE/WBE/SDVE Subcontractors:

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

E. Waiver of MBE/WBE/SDVE Participation:

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



F. Contractor MBE/WBE/SDVE Obligations

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

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

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

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

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

<https://purch.oa.mo.gov/media/pdf/listing-certified-missouri-service-disabled-veteran-business-enterprises-sdves>

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

**CERTIFICATION OF  
NON-SEGREGATED FACILITIES**

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national of because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE-. The penalty for making false statements in offers is prescribed in 18 U.S. C. 1001.

Contractor Signature \_\_\_\_\_

Typed Name & Title \_\_\_\_\_ Date \_\_\_\_\_

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and  
Other Responsibility Matters, Drug-Free Workplace  
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

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**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-  
Primary Covered Transactions**

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*CHECK\_\_ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.*

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -  
Lower Tier Covered Transactions**

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*CHECK\_\_ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**PART C: Certification Regarding Drug-Free Workplace Requirements**

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*CHECK\_IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.*

Alternate I. (Grantees Other Than Individuals)

- A. The grantee certifies that it will or continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about-
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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Check\_if there are workplaces on files that are not identified here.

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**PART D: Certification Regarding Drug-Free Workplace Requirements**

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*CHECK\_IF THIS CERTIFICATION JS FOR AN APPLICANT WHO IS AN INDIVIDUAL.*

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

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**PART E: Certification Regarding Lobbying  
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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*CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.*

*CHECK IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.*

The undersigned certifies, 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, and 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 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.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

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TYPED NAME AND TITLE

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DATE

## Equal Opportunity Compliance

The contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 43 CFR 17.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore and selection of subcontractors.

EO 11246, Part III, Section 301 applies to federal assistance of \$10,000 or more construction contracts or subcontracts; and requires the language listed at section 202 to be incorporated in and made a part of every contract paid with federal assistance, 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 by the contracting officer setting forth the provision of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements 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 applicant 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with the procedures authorized in EO 11246 of Sept. 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in EO 11246, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
8. The subcontractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of EO 11246, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



# Build America, Buy America Certification

Project Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure (see definition below) may be obligated for a project (see definition below) unless all of the iron, steel, manufactured products, and construction materials (see definition below) used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

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

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

For further information on the Buy America preference, please visit [www.doi.gov/grants/BuyAmerica](http://www.doi.gov/grants/BuyAmerica). Additional information can also be found at the White House Made in America Office website: [www.whitehouse.gov/omb/management/made-in-america/](http://www.whitehouse.gov/omb/management/made-in-america/).

## *Definitions*

“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.

“Construction materials” includes an article, material, or supply 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.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“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.

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

*Build America, Buy America Waiver Requests:*

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference (see definition above) in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: 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;
2. Unreasonable Cost Waiver: 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; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers](http://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [www.doi.gov/grants/buyamerica](http://www.doi.gov/grants/buyamerica) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [www.doi.gov/grants/BuyAmerica/ApprovedWaivers](http://www.doi.gov/grants/BuyAmerica/ApprovedWaivers); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

The undersigned Proposer hereby certifies on behalf of itself and all contractors (at all tiers) that it will meet Build America, Buy America requirements in Section 70914 of the Bipartisan Infrastructure Law P.L. 117-58, using one of the following provisions:

\_\_\_\_\_ The infrastructure project/product contains no steel or iron products, manufactured products or construction materials manufactured outside the United States per Section 70914 of the Bipartisan Infrastructure Law, P.L. 117-58. If there is ANY foreign steel or iron, manufactured products or construction materials in your infrastructure project/product you may not check this box.

\_\_\_\_\_ The project/product has foreign steel or iron, manufactured products, or construction materials; a **Build America, Buy America** waiver is required. The Contracting Entity may, but is not obligated to, seek a waiver of Build America, Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Build America, Buy America requirements if a waiver of those requirements is not available or not pursued by the Contracting Entity. The waiver process can take time and the project may not move forward until a waiver is completed.

A false certification is a criminal act in violation of 18 USC 1001. Should this Agreement be investigated, Proposer has the burden of proof to establish that it is in compliance.

Proposer: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Name of Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# CERTIFICATE OF MATERIALS ORIGIN

<b>PROJECT NUMBER</b>		<b>CONTRACT ID</b>	
<b>ITEM DESCRIPTION</b>		<b>BID ITEM NUMBER</b>	
<b>INVOICE NUMBER</b>		<b>QUANTITY</b>	
<b>DATE RECEIVED</b>		<b>BILL OF LADING No.</b>	

**MATERIAL SOURCE (NAME AND ADDRESS) TO INCLUDE EACH SUPPLIER, FABRICATOR, AND MANUFACTURER INCLUDING HEAT/BATCH NUMBERS IF AVAILABLE**

**MATERIAL DESCRIPTION**

**DESCRIPTION OF MATERIALS OF UNKNOWN ORIGIN OR FOREIGN MATERIALS DELIVERED TO THE PROJECT**

This certification is made for the purpose of establishing the materials acceptance under the Build America, Buy America Certification (Bipartisan Infrastructure Law P.L 117-58 Section 70914). All iron and steel, manufactured products, and construction materials, including protective coating for the domestic materials described above occurred in the United States of America. Manufacturer's certificates verify the origin above described in the domestic materials and will be kept on file for three years by the suppliers following final payment. Copies will be provided to the National Park Service upon request.

I declare under penalty of perjury under the Missouri and Federal Laws that the foregoing is true and correct.

<b>Company Name and Address</b>	<b>Authorized Representative</b>
	<p><b>Name:</b></p> <p><b>Title:</b></p> <p><b>Signature:</b></p> <p><b>Date:</b></p>



# State of Missouri Construction Contract

THIS AGREEMENT is made (DATE) by and between:

## *Contractor Name and Address*

hereinafter called the "Contractor,"

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

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:**                   **Campground Loop 4 Upgrades  
Montauk State Park  
Salem, Missouri**

**Project Number:**           **X2203-01**

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 **300 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 \$1,000** per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

**ARTICLE 4. CONTRACT SUM**

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

Base Bid: \$  
Alternate 1: \$

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

**ARTICLE 5. PREVAILING WAGE RATE**

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

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

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

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

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

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

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

**ARTICLE 7. CONTRACT DOCUMENTS**

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

- 1. Division 0 – Procurement and Contracting Information, including, but not limited to:
  - a. Invitation for Bid (Section 001116)
  - b. Instructions to Bidders (Section 002113)
  - c. Supplementary Instructions to Bidders (if applicable) (Section 002213)
  - d. The following documents as completed and executed by the Contractor and accepted by the Owner, if applicable:
    - i. Bid Form (Section 004113)
    - ii. Unit Prices (Section 004322)
    - iii. Proposed Contractors Form (Section 004336)
    - iv. MBE, WBE, SDVE Compliance Evaluation Form(s) (Section 004337)
    - v. MBE, WBE, SDVE Eligibility Determination Form for Joint Ventures (Section 004338)
    - vi. MBE, WBE, SDVE Good Faith Effort (GFE) Determination Form (Section 004339)
    - vii. Missouri Service Disabled Veteran Business Form (Section 004340)
    - viii. Affidavit of Work Authorization (Section 004541)

- ix. Affidavit for Affirmative Action (Section 005414)
- e. Performance and Payment Bond, completed and executed by the Contractor and surety (Section 006113)
- f. General Conditions (Section 007213)
- g. Supplementary Conditions (Section 007300)
- h. Supplementary General Conditions for Federally Funded/Assisted Construction Projects (Section 007333)
- i. Wage Rate(s) (Section 007346)
- 2. Division 1 – General Requirements
- 3. All Drawings identified in the Project Manual
- 4. All Technical Specifications included in the Project Manual
- 5. Addenda, if applicable

**ARTICLE 8 – CERTIFICATION**

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

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

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

**APPROVED:**

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

\_\_\_\_\_  
 Contractor’s Authorized Signature

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

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





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

PROJECT NUMBER

NAME

First being duly sworn on oath states: that

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

NAME

a  sole proprietorship  partnership  
 limited liability company (LLC)

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

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

PROJECT TITLE

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

PRINT NAME & SIGNATURE

DATE

**NOTARY INFORMATION**

NOTARY PUBLIC EMBOSSER SEAL	STATE OF	COUNTY (OR CITY OF ST. LOUIS)	USE RUBBER STAMP IN CLEAR AREA BELOW
	SUBSCRIBED AND SWORN BEFORE ME, THIS		
	DAY OF	YEAR	
	NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES	
NOTARY PUBLIC NAME (TYPED OR PRINTED)			

**SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM**

KNOW ALL MEN BY THESE PRESENTS, THAT we \_\_\_\_\_  
as principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are held and firmly bound unto the  
STATE OF MISSOURI in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly  
and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_, enter into a contract with the State of Missouri for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert Project Title and Number)

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

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

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

**AS APPLICABLE:**

**AN INDIVIDUAL**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**A PARTNERSHIP**

Name of Partner: \_\_\_\_\_

Signature of Partner: \_\_\_\_\_

Name of Partner: \_\_\_\_\_

Signature of Partner: \_\_\_\_\_

**CORPORATION**

Firm Name: \_\_\_\_\_

Signature of President: \_\_\_\_\_

**SURETY**

Surety Name: \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

Address of Attorney-in-Fact: \_\_\_\_\_

Telephone Number of Attorney-in-Fact: \_\_\_\_\_

Signature Attorney-in-Fact: \_\_\_\_\_

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



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

PROJECT NUMBER

PROJECT TITLE AND LOCATION

CHECK APPROPRIATE BOX

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

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

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

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

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

**QUALITY COMPARISON**

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

**PREVIOUS INSTALLATIONS**

PROJECT	ARCHITECT/ENGINEER	DATE INSTALLED
LOCATION		

**SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT**

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**REASON FOR SUBSTITUTION**

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

YES       NO

IF YES, EXPLAIN

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**SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR A/E WORK**

YES       NO

**BIDDER'S/CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENT:**

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

BIDDER/CONTRACTOR

DATE

**REVIEW AND ACTION**

Resubmit Substitution Request with the following additional information:

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Substitution is accepted.

Substitution is accepted with the following comments:

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Substitution is not accepted.

ARCHITECT/ENGINEER

DATE



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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

(ADDRESS OF PROJECT)

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

DOES HEREBY:

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

DATED this            day of            , 20    .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

ORIGINAL: FILE/Closeout Documents



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

**MBE/WBE/SDVE PROGRESS REPORT**

Remit with ALL Progress and Final Payments

(Please check appropriate box) CONSULTANT CONSTRUCTION

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

PROJECT TITLE

PROJECT LOCATION

FIRM

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

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

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

SELECT MBE, WBE, SDVE	TOTAL AMOUNT OF SUBCONTRACT	\$ AMOUNT PAID-TO-DATE (include approved contract changes)	CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER COMPANY NAME
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	

## **INSTRUCTIONS FOR MBE/WBE/SDVE PROGRESS REPORT**

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

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

At Initial Pay Application fill in the following:

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

For all subsequent Pay Applications fill in the following:

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





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

PROJECT NUMBER
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Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_

State of \_\_\_\_\_ personally came and appeared \_\_\_\_\_

(NAME)

\_\_\_\_\_ of the \_\_\_\_\_

(POSITION) (NAME OF THE COMPANY)

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

(NAME OF PROJECT)

Located at \_\_\_\_\_ in \_\_\_\_\_ County

(NAME OF THE INSTITUTION)

Missouri, and completed on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

SIGNATURE

**NOTARY INFORMATION**

NOTARY PUBLIC EMBOSSEY OR BLACK INK RUBBER STAMP SEAL	STATE	COUNTY (OR CITY OF ST. LOUIS)
	SUBSCRIBED AND SWORN BEFORE ME, THIS	
	DAY OF	YEAR
	NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES
NOTARY PUBLIC NAME (TYPED OR PRINTED)		<b>USE RUBBER STAMP IN CLEAR AREA BELOW</b>

FILE: Closeout Documents

# GENERAL CONDITIONS

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## SECTION 007213 - GENERAL CONDITIONS

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

## ARTICLE 1 – GENERAL PROVISIONS

### ARTICLE 1.1 - DEFINITIONS

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

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

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

### ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

architectural drawings shall govern and, in case of conflict between structural and mechanical drawings, structural drawings shall govern.

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

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

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

construction permits or any other licenses (other than licensing of trades) or permits from or submit to inspections by any municipality or political subdivision relating to the construction for this project. All permits or licenses required by municipality or political subdivision for operation on property not belonging to Owner shall be obtained by and paid for by Contractor. Each Contractor shall comply with all applicable laws, ordinances, rules and regulations that pertain to the work of this contract.

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

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

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

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

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

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

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

1. A written policy statement committing the total organization to affirmative action and

assigning management responsibilities and procedures for evaluation and dissemination;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

coordinating of the work, the Owner may take such appropriate action and issue directions, as required, to avoid unnecessary and unwarranted delays.

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

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

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

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

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

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

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

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

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

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

for correcting such work without additional compensation.

- F. The Owner shall have the right to direct the Contractor to uncover any completed work.
  - 1. If the Contractor fails to adequately notify the Construction Representative and/or Designer of an inspection as required by the Contract Documents, the Contractor shall, upon written request, uncover the work. The Contractor shall bear all costs associated with uncovering and again covering the work exposed.
  - 2. If the Contractor is directed to uncover work, which was not otherwise required by the Contract Documents to be inspected, and the work is found to be defective in any respect, no compensation shall be allowed for this work. If, however, such work is found to meet the requirements of this contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 10% shall be allowed the Contractor.
- G. The Designer shall give all orders and directions contemplated under this contract relative to the scope of the work and shall give the initial interpretation of the contract documents.
- H. The Owner may file a written notice to the Contractor to dismiss immediately any subcontractors, project managers, superintendents, foremen, workers, watchmen or other employees whom the Owner may deem incompetent, careless or a hindrance to proper or timely execution of the work. The Contractor shall comply with such notice as promptly as practicable without detriment to the work or its progress.
- I. If in the Owner's judgment it becomes necessary at any time to accelerate work, when ordered by the Owner in writing, the Contractor shall redirect resources to such work items and execute such portions of the work as may be required to complete the work within the current approved contract schedule.

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

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

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

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

### **ARTICLE 3.2 -- SUBMITTALS**

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

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

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

- B. All subcontractors' shop drawings and schedules shall be submitted by the Contractor and shall bear evidence that Contractor has received, reviewed, and approved them. Any shop drawings and



schedules submitted without this evidence will be returned to the Contractor for resubmission.

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

### **ARTICLE 3.3 – AS-BUILT DRAWINGS**

- A. The Contractor shall update a complete set of the construction drawings, shop drawings and schedules of all work monthly by marking changes, and at the completion of their work (prior to submission of request for final payment) note all changes and turn the set over to the Construction Representative. The updates shall show all addenda, all field changes that were made to adapt to field conditions, changes resulting from contract

changes or supplemental instructions, and all locations of structures, buried installations of piping, conduit, and utility services. All buried and concealed items both inside and outside shall be accurately located as to depth and referenced to permanent features such as interior or exterior wall faces and dimensions shall be given in a neat and legible manner in a contrasting colored pencil or ink. If approved by the Designer, an electronic file format may be provided.

### **ARTICLE 3.4 – GUARANTY AND WARRANTIES**

#### **A. General Guaranty**

- 1. Neither the final certificate of payment nor any provision in the contract documents nor partial use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with contract requirements.
- 2. The Contractor or surety shall remedy any defects in the work and pay for any damage to property resulting there from which shall appear within a period of one (1) year from the date of substantial completion unless a longer period is otherwise specified or a differing guaranty period has been established in the substantial completion certificate. The Owner will give notice of observed defects with reasonable promptness.
- 3. In case of default on the part of the Contractor in fulfilling this part of this contract, the Owner may correct the work or repair the damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor or surety.
- 4. The work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment

#### **B. Extended Warranty**

Manufacturer's certificates of warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year. Where a longer

period is offered at no additional cost or called for in the specific equipment specifications, the longer period shall govern.

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

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

1. Start-up and Shut-down Procedures: Provide a step-by-step write up of all major equipment. When manufacturer's printed start-up, trouble shooting and shut-down procedures are available; they may be incorporated into the operating manual for reference.
2. Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.
3. Equipment List: List of all major equipment as installed shall be prepared to include model number, capacities, flow rate, name place data, shop drawings and air and water balance reports.
4. Service Instructions: Provide the following information for all pieces of equipment.
  - a. Recommended spare parts including catalog number and name of local supplier or factory representative.
  - b. Belt sizes, types, and lengths.
  - c. Wiring diagrams.
5. Manufacturer's Certificate of Warranty as described in Article 3.4.
6. Prior to the final payment, furnish to the Designer three (4) copies of parts catalogs for each piece of equipment furnished by him/her on the project with the components identified by number for replacement ordering.

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

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

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

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

### **ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES**

- A. The Contractor shall keep on site, during progress of the work, a competent superintendent satisfactory to the Construction Representative. The superintendent shall represent the Contractor and all agreements made by the superintendent shall be binding. The superintendent shall carefully study and compare all drawings, specifications and other instructions and shall promptly notify the Construction Representative and Designer, in writing, any error, inconsistency or omission which may be discovered. The superintendent shall coordinate all work on the project. Any change of the superintendent shall be approved by the Construction Representative.
- B. Contractor shall, at all times, enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.
- C. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and insure completion thereof within the time specified.
- D. The Contractor and each of his subcontractors shall submit to the Construction Representative, through the Designer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- E. The Contractor, subcontractors, and material suppliers shall upon written request, give the Owner access to all time cards, material invoices, payrolls, estimates, profit and loss statements, and all other direct or indirect costs related to this work.
- F. The Contractor shall be responsible for laying out all contract work such as layout of architectural, structural, mechanical and electrical work, which shall be coordinated with layouts of subcontractors

for general construction work. The Contractor is also responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by him/her, whether furnished by Contractor or others. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.

- G. The Contractor must notify the Construction Representative at least one working day before placing concrete or burying underground utilities, pipelines, etc.
- H. Contractors shall prearrange time with the Construction Representative for the interruption of any facility operation. Unless otherwise specified in these documents, all connections, alterations or relocations as well as all other portions of the work will be performed during normal working hours.
- I. The Contractor shall coordinate all work so there will not be prolonged interruptions of existing equipment operation. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections necessary for the project, which affect portions of this construction or building or any other building must be scheduled with the Construction Representative to minimize or avoid any disruption of facility operations. In no case, unless previously approved in writing by the Construction Representative, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities either intentionally or accidentally shall not relieve the Contractor responsible for the interruption from the responsibility to repair and restore the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.
- J. Contractors shall limit operations and storage of materials to the area within the project, except as necessary to connect to existing utilities, and shall not encroach on neighboring property. The Contractor shall be responsible for repair of their damage to property on or off the project site occurring during construction of project. All such repairs shall be made to the satisfaction of the property owner.
- K. Unless otherwise permitted, all materials shall be new and both workmanship and materials shall be of the best quality.
- L. Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, and/or install and pay for materials, devices, mechanisms, equipment, all necessary personnel, utilities including, but not limited to water, heat, light and electric power, transportation

services, applicable taxes of every nature, and all other facilities necessary for the proper execution and completion of the work.

- M. Contractor shall carefully examine the plans and drawings and shall be responsible for the proper fitting of his material, equipment and apparatus into the building.
- N. The Contractor or subcontractors shall not overload, or permit others to overload, any part of any structure during the performance of this contract.
- O. All temporary shoring, bracing, etc., required for the removal of existing work and/or for the installation of new work shall be included in this contract. The Contractor shall make good, at no cost to the Owner, any damage caused by improper support or failure of shoring in any respect. Each Contractor shall be responsible for shoring required to protect his work or adjacent property and improvements of Owner and shall be responsible for shoring or for giving written notice to adjacent property owners. Shoring shall be removed only after completion of permanent supports.
- P. The Contractor shall provide at the proper time such material as is required for support of the work. If openings are required, whether shown on drawings or not, the Contractor shall see that they are properly constructed.
- Q. During the performance of work the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences and other devices appropriately located on site which will give proper and understandable warning to all persons of danger of entry onto land, structure or equipment.
- R. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials.
- S. The Contractor shall be responsible for care of the finished work and shall protect same from damage or defacement until substantial completion by the Owner. If the work is damaged by any cause, the Contractor shall immediately begin to make repairs in accordance with the drawings and specifications. Contractor shall be liable for all damage or loss unless attributable to the acts or omissions of the Owner or Designer. Any claim for reimbursement shall be submitted in accordance with Article 4. After substantial completion the Contractor will only be responsible for damage resulting from acts or omissions of the Contractor or subcontractors through final warranty.
- T. In the event the Contractor encounters an unforeseen hazardous material, the Contractor

shall immediately stop work in the area affected and report the condition to the Owner and Designer in writing. The Contractor shall not be required, pursuant to Article 4, to perform, any work relating to hazardous materials.

- U. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 4.
- V. Before commencing work, Contractors shall confer with the Construction Representative and facility representative and review any facility rules and regulations which may affect the conduct of the work.
- W. Project signs will only be erected on major projects and only as described in the specifications. If no sign is specified, none shall be erected.

#### **ARTICLE 3.7 -- SUBCONTRACTS**

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

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

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

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

altering, adding to or deducting from the work, this contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract. A claim for extension of time caused by any change must be adjusted at the time of ordering such change. No future request for time will be considered.

- B. Each Contract Change shall include all costs required to perform the work including all labor, material, equipment, overheads and profit, delay, disruptions, or other miscellaneous expenses. No subsequent requests for additional compensation including claims for delay, disruption, or reduced efficiency as a result of each change will be considered. Values from the Schedule of Values will not be binding as a basis for additions to or deductions from the contract price.
- C. The amount of any adjustment in this contract price for authorized changes shall be agreed upon before such changes become effective and shall be determined, through submission of a request for proposal, as follows:
  - 1. By an acceptable fixed price proposal from the Contractor. Breakdowns shall include all takeoff sheets of each Contractor and subcontractor. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
  - 2. By a cost-plus-fixed-fee (time and material) basis with maximum price, total cost not to exceed said maximum. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
  - 3. By unit prices contained in Contractor's original bid form and incorporated in the construction contract.
- D. Overhead and Profit on Contract Changes shall be applied as follows:

- 1. The overhead and profit charge by the Contractor and all subcontractors shall be considered to include, but is not limited to: incidental job burdens, small truck (under 1 ton) expense, mileage, small hand tools,

warranty costs, company benefits and general office overhead. Project supervision including field supervision and job site office expense shall be considered a part of overhead and profit unless a compensable time extension is granted.

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

Designer and Construction Representative shall approve the Contractor's daily time and material invoices for the work involved.

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

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

- A. Extension of the number of work days stipulated in the Contract for completion of the work with compensation may be made when:
  1. The contractor documents that proposed Changes in the work, as provided in Article 4.1, extends construction activities critical to contract completion date, OR
  2. The Owner suspends all work for convenience of the Owner as provided in Article 7.3, OR
  3. An Owner caused delay extends construction activities critical to contract completion (except as provided elsewhere in these General Conditions). The Contractor is to review the work activities yet to begin and evaluate the possibility of rescheduling the work to minimize the overall project delay.
- B. Extension of the number of work days stipulated in the Contract for completion of the work without compensation may be made when:
  1. Weather-related delays occur, subject to provisions for the inclusion of a specified number of "bad weather" days when provided for in Section 012100-Allowances, OR
  2. Labor strikes or acts of God occur, OR
  3. The work of the Contractor is delayed on account of conditions which were beyond the control of the Contractor, subcontractors or suppliers, and were not the result of their fault or negligence.
- C. No time extension or compensation will be provided for delays caused by or within the control

of the Contractor, subcontractors or suppliers and for concurrent delays caused by the Owner.

- D. The Contractor shall notify the Owner promptly of any occurrence or conditions which in the Contractor's opinion results in a need for an extension of time. The notice shall be in writing and shall include all necessary supporting materials with details of any resultant costs and be submitted in time to permit full investigation and evaluation of the Contractor's claim. The Owner shall promptly acknowledge the Contractor's notice and, after recommendation from the Owner's Representative and/or Designer, shall provide a decision to the Contractor. Failure on the part of the Contractor to provide such notice and to detail the costs shall constitute a waiver by the Contractor of any claim. Requests for extensions of time shall be for working days only.

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

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

- A. Upon receipt of the "Intent to Award" letter, the Contractor must submit the following properly executed instruments to the Owner:
  - 1. Contract;
  - 2. Performance/payment bond as described in Article 6.1;
  - 3. Certificates of Insurance, or the actual policies themselves, showing that the Contractor has obtained the insurance coverage required by Article 6.2.
  - 4. Written Affirmative Action Plans as required in Article 1.4.

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

- B. Within the time frame noted in Section 013200 - Schedules, following receipt of the "Notice to Proceed", the Contractor shall submit to the Owner a progress schedule and schedule of values, showing activities through the end of the contract period. Should the Contractor not receive written notification from the Owner of the disapproval of the schedule of values within fifteen (15) working

days, the Contractor may consider it approved for purpose of determining when the first monthly Application and Certification for Payment may be submitted.

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

### **ARTICLE 5.2 -- PROJECT CONSTRUCTION**

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

### **ARTICLE 5.3 -- PROJECT COMPLETION**

- A. Substantial Completion. A Project is substantially complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner's ability to use the Project for its intended purpose.
  - 1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
    - a. That work is essentially complete with the exception of certain listed work items. The list shall be referred to as the "Contractor's Punch."
    - b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.5A.
    - c. That the Work is ready for inspection by the Designer and Construction Representative. The Owner shall be entitled to a minimum of ten working

days notice before the inspection shall be performed.

2. If the work is acceptable, the Owner shall issue a Certificate of Substantial Completion, which shall set forth the responsibilities of the Owner and the Contractor for utilities, security, maintenance, damage to the work and risk of loss. The Certificate shall also identify those remaining items of work to be performed by the Contractor. All such work items shall be complete within 30 working days of the date of the Certificate, unless the Certificate specifies a different time. If the Contractor shall be required to perform tests that must be delayed due to climatic conditions, it is understood that such tests and affected equipment will be identified on the Certificate and shall be accomplished by the Contractor at the earliest possible date. Performance of the tests may not be required before Substantial Completion can be issued. The date of the issuance of the Certificate of Substantial Completion shall determine whether or not the work was completed within the contract time and whether or not Liquidated Damages are due.
  3. If the work is not acceptable, and the Owner does not issue a Certificate of Substantial Completion, the Owner shall be entitled to charge the Contractor with the Designer's and Owner's costs of re-inspection, including time and travel.
- B. Partial Occupancy. Contractor agrees that the Owner shall be permitted to occupy and use any completed or partially completed portions of the Project, when such occupancy and use is in the Owner's best interest. Owner shall notify Contractor of its desire and intention to take Partial Occupancy as soon as possible but at least ten (10) working days before the Owner intends to occupy. If the Contractor believes that the portion of the work the Owner intends to occupy is not ready for occupancy, the Contractor shall notify the Owner immediately. The Designer shall inspect the work in accordance with the procedures above. If the Contractor claims increased cost of the project or delay in completion as a result of the occupancy, he shall notify the Owner immediately but in all cases before occupancy occurs.
- C. Final Completion. The Project is finally complete when the Certificate of Substantial Completion has been issued and all work items identified therein as incomplete have been completed, and when all administrative items required by the contract have been completed. Final Completion entitles the Contractor to payment of the outstanding balance of the contract amount including all change orders

and retainage. Within five (5) working days of the date of the Certificate of Substantial Completion, the Contractor shall identify the cost to complete any outstanding items of work. The Designer shall review the Contractor's estimate and either approve it or provide an independent estimate for all such items. If the Contractor fails to complete the remaining items within the time specified in the Certificate, the Owner may terminate the contract and go to the surety for project completion in accordance with Article 7.2 or release the contract balance to the Contractor less 150% of the approved estimate to complete the outstanding items. Upon completion of the outstanding items, when a final cost has been established, any monies remaining shall be paid to the Contractor. Failure to complete items of work does not relieve the Contractor from the obligation to complete the administrative requirements of the contract, such as the provisions of Article 5.3 **FAILURE TO COMPLETE ALL ITEMS OF WORK UNDER THE CONTRACT SHALL BE CONSIDERED A DEFAULT AND BE GROUNDS FOR CONTRACT TERMINATION AND DEBARMENT.**

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

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

- A. Payments on account of this contract will be made monthly in proportion to the work which has been completed. Request for payment must be submitted on the Owner's forms. No other pay request will

be processed. Supporting breakdowns must be in the same format as Owner's forms and must provide the same level of detail. The Designer will, within 5 working days from receipt of the contractor's request for payment either issue a Certificate for Payment to the Owner, for such amount as the Designer determines is properly due, or notify the Contractor in writing of reasons for withholding a Certificate. The Owner shall make payment within 30 calendar days after the "Application and Certification for Payment" has been received and certified by the Designer. The following items are to be attached to the contractor's pay request:

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

4. The payment request is accompanied by a breakdown identifying the material equipment, etc. in sufficient detail to establish quantity and value.
- E. The Contractor shall be allowed to include in the Application and Certification for Payment, one hundred (100%) of the value, subject to retainage, of major equipment and material stored off the site if all of the following conditions are met:
1. The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.
  2. Materials stored in one location off site are valued in excess of \$25,000.
  3. That a Certificate of Insurance is provided indicating adequate protection from loss, theft conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.
  4. The materials are stored in a facility approved and inspected, by the Construction Representative.
  5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.
- F. The Owner shall determine the amount, quality and acceptability of the work and materials which are to be paid for under this contract. In the event any questions shall arise between the parties, relative to this contract or specifications, determination or decision of the Owner or the Construction Representative and the Designer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.
- G. Payments Withheld: The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:
1. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for the item or



items. The cost of corrective action(s) shall be borne by the Contractor.

2. A reasonable doubt that this contract can be completed for the unpaid balance.
3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.
4. Failure of the Contractor to update the construction schedule.

When the Construction Representative is satisfied the Contractor has remedied above deficiencies, payment shall be released.

H. Final Payment: Upon receipt of written notice from the Contractor to the Designer and Project Representative that the work is ready for final inspection and acceptance, the Designer and Project Representative, with the Contractor, shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Construction Representative shall complete a final acceptance report and the Contractor will be directed to submit a final Application and Certification for Payment. If the Owner approves the same, the entire balance shall be due and payable, with the exception of deductions as provided for under Article 5.4.

1. Where the specifications provide for the performance by the Contractor of (certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of climatic conditions, such test shall may be considered as required under the provisions of the specifications, Section 013300 and this contract may be substantial Full payment will not be made until the tests have been made and the equipment and system is finally accepted. If the tests are not completed when scheduled, the Owner may deduct 150% of the value of the tests from the final payment.
2. The final payment shall not become due until the Contractor delivers to the Construction Representative:
  - a) A complete file of releases, on the standard form included in the contract documents as "Final Receipt of Payment and Release Form", from subcontractors and material suppliers evidencing payment in full for services, equipment and materials, as the case may require, if the Owner approves, or a consent from

the Surety to final payment accepting liability for any unpaid amounts.

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

## **ARTICLE 6 -- INSURANCE AND BONDS**

### **ARTICLE 6.1 -- BOND**

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

**ARTICLE 6.2 – INSURANCE**

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

B. Minimum Scope and Extent of Coverage

1. General Liability

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

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

2. Automobile Liability

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

3. Workers' Compensation and Employer's Liability

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

4. Builder's Risk or Installation Floater Insurance

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

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

C. Minimum Limits of Insurance

1. General Liability

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

2. Automobile Liability

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

Designer:

Tim Danner  
Olsson  
1301 Burlington Street  
North Kansas City, MO 64116  
Telephone: 816-361-1177  
[tdanner@olsson.com](mailto:tdanner@olsson.com)

Construction Representative:

Randy Duncan  
Division of Facilities Management, Design and Construction  
709 Missouri BLVD  
Jefferson City, MO 65101  
Telephone: 573-526-0582  
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Project Manager:

Eric Hibdon  
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301 West High Street, Room 730  
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Telephone: 573-522-0322  
Email: [Eric.Hibdon@oa.mo.gov](mailto:Eric.Hibdon@oa.mo.gov)

Contract Specialist:

Mandy Roberson  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, Missouri 65102  
Telephone: 573-522-0074  
Email: [Mandy.Roberson@oa.mo.gov](mailto:Mandy.Roberson@oa.mo.gov)

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

### 4.0 FURNISHING CONSTRUCTION DOCUMENTS:

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

### 5.0 SAFETY REQUIREMENTS

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

**SECTION 007333 - SUPPLEMENTARY GENERAL CONDITIONS  
FOR FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECTS**

**1.0 Notice of Federal Funding**

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

**2.0 Definitions**

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

**3.0 Conflicting Terms or Conditions**

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

**4.0 No Obligation by Federal Government**

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

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

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

**6.0 Compliance with Civil Rights Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

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

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

Time-tables	Goals for minority participation for each trade	Goals for female participation in each trade
107	11.4	6.9

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

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

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

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

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

(1) As used in these specifications:

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

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

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

d. "Minority" includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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



providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(3) Payrolls and basic records.

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

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

responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

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

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

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

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship

program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. pt. 30.
- (5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 C.F.R. pt. 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal Agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. 5.12.
- (8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 C.F.R. pts. 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. pts. 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
  - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).
  - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

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

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

- (3) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. 5.12.

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

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

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

- (1) A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. pt. 1986 Comp., p. 189) and 12689 (3 C.F.R. pt. 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

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

**CERTIFICATION REGARDING LOBBYING**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

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

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

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

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

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 C.F.R. pt. 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's

compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 C.F.R. pt. 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **19.0 Rights to Inventions**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 C.F.R. pt. 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 C.F.R. 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

### **20.0 Energy Conservation**

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

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

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

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

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

### **23.0 Veteran's Preference**



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

#### **24.0 Drug Free Workplace Act**

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

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

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

#### **26.0 Seismic Safety**

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

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

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

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of

the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

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

### *Waivers*

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

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

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

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

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

### *Definitions*

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel;

or aggregate binding agents or additives—that is or consists primarily of: • non-ferrous metals; • plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); • glass (including optic glass); • lumber; or • drywall.

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

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

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

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

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

(1) Procure or obtain;

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

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

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

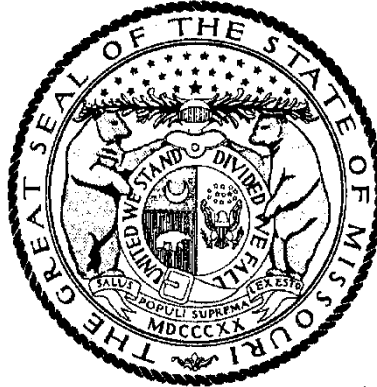
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

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

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 29

Section 033  
**DENT COUNTY**

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

Original Signed by \_\_\_\_\_

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2022**

Last Date Objections May Be Filed: **April 11, 2022**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$66.70
Boilermaker	\$20.63*
Bricklayer	\$20.63*
Carpenter	\$57.89
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$20.63*
Plasterer	
Communications Technician	\$20.63*
Electrician (Inside Wireman)	\$74.88
Electrician Outside Lineman	\$20.63*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$20.63*
Glazier	\$20.63*
Ironworker	\$20.63*
Laborer	\$20.63*
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$20.63*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$20.63*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$20.63*
Plumber	\$20.63*
Pipe Fitter	
Roofer	\$20.63*
Sheet Metal Worker	\$20.63*
Sprinkler Fitter	\$20.63*
Truck Driver	\$20.63*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

Heavy Construction Rates for  
DENT County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$20.63*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$20.63*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$47.43
General Laborer	
Skilled Laborer	
Operating Engineer	\$20.63*
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$20.63*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

# OVERTIME and HOLIDAYS

## OVERTIME

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

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

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

## HOLIDAYS

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

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

## SECTION 011000 – SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of Campground Loop 4, Montauk State Park.
  - 1. Project Location: Montauk State Park – Salem, Missouri.
  - 2. Owner: State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction, Harry S Truman State Office Building, Post Office Box 809, 301 West High Street, Jefferson City, Missouri 65102.
- B. Contract Documents, dated January 13, 2023 were prepared for the Project by Olsson, Inc.– 1301 Burlington Street, Suite 100, North Kansas City, MO 64116 – Attn: Tim Danner.
- C. The Work consists of site clearing, grading, and improvements associated with the upgrade of electrical facilities for Campground Loop #4 within the existing Montauk State Park. In addition, if the alternates are selected, ADA campsites improvements, and correction of campsite site drainage issues may be added to the contract.
- D. The Work will be constructed under a single prime contract.

#### 1.3 WORK UNDER OTHER CONTRACTS

- A. Separate Contract: The Owner has awarded a separate contract for performance of certain construction operations at the site. Those operations are scheduled to be substantially complete before work under this Contract begins. The separate contract includes the following:
  - 1. Contract: No other work is currently under contract at the site.
- B. Cooperate fully with separate contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

#### 1.4 FUTURE WORK

- A. Future Concurrent Work: The Owner will be awarding a separate contract for additional work to be performed at the site. The Contract for future work includes the following:
  - 1. Contract: A separate contract will be awarded **for construction of a new Campground Loop #5 including 30 campsites. If the alternate is selected the work will also include a new bathhouse.**

#### 1.5 WORK SEQUENCE

- A. The Work will be conducted in **one (1) phase.**



1. Work of this phase shall be substantially complete, ready for occupancy within **300 working days** from the notice of intent to award.

## **1.6 CONTRACTOR USE OF PREMISES**

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

## **1.7 OCCUPANCY REQUIREMENTS**

- A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the campground 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 campground.
- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
  1. Owner Occupancy: Allow for Owner occupancy and use by the public.
  2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

## **1.8 OWNER-FURNISHED PRODUCTS**

- A. The Owner will furnish Picnic Tables.

The Work includes providing support systems to receive Owner's equipment, and mechanical and electrical connections.

1. The Owner will arrange for and deliver necessary shop drawings, product data, and samples to the Contractor.
2. The Owner will arrange and pay for delivery of Owner-furnished items according to the contractor's Construction Schedule.
3. The Contractor is responsible for receiving, unloading and handling Owner furnished items at the site.
4. Following delivery, the Contractor will inspect items delivered for damage. The Contractor shall not accept damaged items and shall notify the Owner of rejection of damaged items.
5. If Owner-furnished items are damaged, defective, or missing, the Owner will arrange for replacement.
6. The Owner will arrange for manufacturer's field services and for the delivery of manufacturer's warranties to the appropriate Contractor.
7. The Contractor shall designate delivery dates of Owner-furnished items in the Contractor's Construction Schedule.
8. The Contractor shall review shop drawings, product data and samples and return them to the Designer noting discrepancies or problems anticipated in use of the project.
9. The Contractor is responsible for protecting Owner-furnished items from damage, including damage from exposure to the elements. The Contractor shall repair or replace items damaged as a result of his operations.

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

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

**END OF SECTION 011000**

## **SECTION 012100 – ALLOWANCES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

#### **1.3 WEATHER ALLOWANCE**

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

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

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

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

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

**3.2 PREPARATION**

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

**3.3 SCHEDULE OF ALLOWANCES**

- A. Weather Allowance: Included within the completion period for this Project twenty (20) “bad weather” days.

**END OF SECTION 012100**

## **SECTION 012300 - ALTERNATES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

#### **1.3 DEFINITIONS**

- A. Definition: An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

- 1. The cost for each alternate is the net addition to the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

- B. No additional time will be allowed for alternate work unless the number of work days is so stated on the bid form.

#### **1.4 PROCEDURES**

- A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate the Alternate Work into the Project.

- 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

- B. Notification: The award of the Contract will indicate whether alternates have been accepted or rejected.

- C. Execute accepted alternates under the same conditions as other Work of this Contract.

- D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.

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

**PART 3 - EXECUTION**

**3.1 SCHEDULE OF ALTERNATES**

A. Alternate No. 1: Campsites 427, and 430.

1. The work includes additional limits of disturbance, erosion control, tree removal, tree protection, earthwork, pavement for campsite and utility pad, and campsite furnishings.

**END OF SECTION 012300**

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

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

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

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

- C. Responses from the Designer will not change any requirement of the Contract Documents. In the event the Contractor believes that a response to a RFI will cause a change to the requirements of the Contract Document, the Contractor shall give written notice to the Designer requesting a Change Order for the work. Failure to give such written notice within ten (10) working days, shall waive the Contractor's right to seek additional time or cost under Article 4, "Changes in the Work" of the General Conditions.

#### **1.4 MINOR CHANGES IN THE WORK**

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

#### **1.5 PROPOSAL REQUESTS**

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

#### **1.6 CHANGE ORDER PROCEDURES**

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

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

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

#### **END OF SECTION 012600**



## **SECTION 013100 – COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

#### **1.3 COORDINATION**

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

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

#### **1.4 SUBMITTALS**

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

#### **1.5 PROJECT MEETINGS**

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

present at the meeting. During the Pre-Construction Meeting, the construction procedures and information necessary for submitting payment requests will be discussed and materials distributed along with any other pertinent information.

1. Minutes: Designer will record and distribute meeting minutes.
- B. Progress Meetings: The Owner's Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 "General Conditions".
1. Minutes: Designer will record and distribute to Contractor the meeting minutes.
- C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:
    - a. Contract Documents
    - b. Options
    - c. Related RFIs
    - d. Related Change Orders
    - e. Purchases
    - f. Deliveries
    - g. Submittals
    - h. Review of mockups
    - i. Possible conflicts
    - j. Compatibility problems
    - k. Time schedules
    - l. Weather limitations
    - m. Manufacturer's written recommendations
    - n. Warranty requirements
    - o. Compatibility of materials
    - p. Acceptability of substrates
    - q. Temporary facilities and controls
    - r. Space and access limitations
    - s. Regulations of authorities having jurisdiction

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

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

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

**END OF SECTION 013100**

## **SECTION 013115 - PROJECT MANAGEMENT COMMUNICATIONS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

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

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

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

6. Required Document Types:
  - a. RFI, Request for Information.
  - b. Submittals, including record numbering by drawing and specification section.
  - c. Transmittals, including record of documents and materials delivered in hard copy.
  - d. Meeting Minutes.
  - e. Application for Payments (Draft or Pencil).
  - f. Review Comments.
  - g. Field Reports.
  - h. Construction Photographs.
  - i. Drawings.
  - j. Supplemental Sketches.
  - k. Schedules.
  - l. Specifications.
  - m. Request for Proposals
  - n. Designer's Supplemental Instructions
  - o. Punch Lists
  
- H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches documents shall be submitted by transmission in electronic form to the E-Builder® web site by licensed users.
  - a. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.
  - b. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
  - c. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.
  
- I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION 013115

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

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



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

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

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

### **PART 3 - EXECUTION**

#### **3.1 SUBMITTAL PROCEDURES**

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

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

### 3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

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

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

### **3.3 SCHEDULE OF SUBMITTALS**

- A. Upon acceptance of the Construction Progress Schedule, prepare and submit a complete schedule of submittals. Coordinate the submittal schedule with Section 013300

SUBMITTALS, the approved Construction Progress Schedule, list of subcontracts, Schedule of Values and the list of products.

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

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

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

- C. Distribution: Distribute the schedule to the Owner, Architect, and each party involved in performance of portions of the Work where inspections and tests are required.

**END OF SECTION 013200**

## **SECTION 013300 – SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

- D. The Contractor shall at all times make a copy, of all approved submittals, available on site to the Construction Representative.

### **1.3 SUBMITTAL PROCEDURES**

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

### **1.4 SHOP DRAWINGS**

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

1. Dimensions
2. Identification of products and materials included by sheet and detail number
3. Compliance with specified standards
4. Notation of coordination requirements
5. Notation of dimensions established by field measurement
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8½"x11" but no larger than 36"x48".

## **1.5 PRODUCT DATA**

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

## **1.6 SAMPLES**

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



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

## **1.7 QUALITY ASSURANCE DOCUMENTS**

- A. The Contractor shall comply with the General Conditions, Article 3.2
- B. The Contractor shall submit quality control submittals including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- C. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the Manufacturer certifying compliance with specified requirements.
  - 1. Signature: Certification shall be signed by an officer of the Manufacturer or other individual authorized to contractually bind the Company.
- D. Inspection and Test Reports: The Contractor shall submit the required inspection and test reports from independent testing agencies as specified in this Section and in other Sections of the Contract Documents.
- E. Construction Photographs: The Contractor shall submit record construction photographs as specified in this Section and in other Sections of the Contract Documents.

1. The Contractor shall submit digital photographs. The Construction Administrator shall determine the quantity and naming convention at the preconstruction meeting.
2. The Contractor shall identify each photograph with project name, location, number, date, time, and orientation.
3. The Contractor shall submit progress photographs monthly unless specified otherwise. Photographs shall be taken one (1) week prior to submitting.
4. The Contractor shall take four (4) site photographs from differing directions and a minimum of five (5) interior photographs indicating the relative progress of the Work.

## **1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES**

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

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

## **PART 3 - EXECUTION**

### **3.1 REQUIRED SUBMITTALS**

- A. Contractor shall submit the following information for materials and equipment to be provided under this contract.
  1. See attached Submittal Log on the following page.

SPEC SECTION	TITLE	CATEGORY
013200	SCHEDULES	Construction Schedule
013200	SCHEDULES	Schedule of Values
013200	SCHEDULES	List of Subcontractors
013200	SCHEDULES	Major Material Suppliers
015000	CONSTRUCTION FACILITIES	Temporary Utilities - test reports, inspections, meter readings
015000	CONSTRUCTION FACILITIES	Implementation Schedule
015000	CONSTRUCTION FACILITIES	Termination Schedule
015639	TREE PROTECTION	Product Data
015639	TREE PROTECTION	Tree Pruning Schedule
015639	TREE PROTECTION	Qualification Data
015639	TREE PROTECTION	Certification
015639	TREE PROTECTION	Maintenance Recommendations
129300	SITE FURNISHINGS	Product Data
260500	COMMON WORK RESULTS FOR ELECTRICAL	Product Data
260519	LOW VOLTAGE DISTRIBUTION ELECTRICAL	Product Data
260519	LOW VOLTAGE DISTRIBUTION ELECTRICAL	Field Quality-Control Test Reports
260523	CONTROL-VOLTAGE ELECTRICAL	Product Data
260523	CONTROL-VOLTAGE ELECTRICAL	Field Quality-Control Test Reports
260523	CONTROL-VOLTAGE ELECTRICAL	Maintenance Data
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	Product Data
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	Testing Data
260533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	Product Data
260533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	Shop Drawings
260543	UNDERGROUND DUCTS AND RACEWAYS	Product Data
260543	UNDERGROUND DUCTS AND RACEWAYS	Shop Drawings
260543	UNDERGROUND DUCTS AND RACEWAYS	Product Certificates
260543	UNDERGROUND DUCTS AND RACEWAYS	Field Quality Control Test Reports
262413	LOW VOLTAGE DISTRIBUTION PANELBOARDS	Product Data
262413	LOW VOLTAGE DISTRIBUTION PANELBOARDS	Operation and Maintenance Data
262413	LOW VOLTAGE DISTRIBUTION PANELBOARDS	Shop Drawings
262413	LOW VOLTAGE DISTRIBUTION PANELBOARDS	Record Drawings
262416	PANELBOARDS	Product Data
262416	PANELBOARDS	Shop Drawings
262416	PANELBOARDS	Seismic Qualification Certificates
262416	PANELBOARDS	Panelboard Schedules
262416	PANELBOARDS	Operation and Maintenance Data

262600	POWER DISTRIBUTION UNITS	Product Data
262600	POWER DISTRIBUTION UNITS	Shop Drawings
262600	POWER DISTRIBUTION UNITS	Product Certificates
262600	POWER DISTRIBUTION UNITS	Seismic Qualification Certificates
262600	POWER DISTRIBUTION UNITS	Qualification Data
262600	POWER DISTRIBUTION UNITS	Source Quality Test Reports
262600	POWER DISTRIBUTION UNITS	Field Quality Control Test Reports
262600	POWER DISTRIBUTION UNITS	Operation and Maintenance Data
262720	RV PEDESTALS	Product Data
262720	RV PEDESTALS	Shop Drawings
262720	RV PEDESTALS	Operation and Maintenance Data
262726	WIRING DEVICES	Product Data (within devices)
262726	WIRING DEVICES	Shop Drawings
262726	WIRING DEVICES	Operation and Maintenance Data
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	Product Data
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	Shop Drawings
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	Seismic Qualification Certificates
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	Operation and Maintenance Data
264413	TRANSIENT-VOLTAGE SURGE SUPPRESSION	Shop Drawings
264413	TRANSIENT-VOLTAGE SURGE SUPPRESSION	Manufacturer's Installation Instructions
264413	TRANSIENT-VOLTAGE SURGE SUPPRESSION	Independent Test Data
264413	TRANSIENT-VOLTAGE SURGE SUPPRESSION	Factory Representative Contact
312000	EARTH MOVING	Qualification Data
312000	EARTH MOVING	Material Test Reports
312000	EARTH MOVING	Pre-excavation Photos or Videotape
312319	DEWATERING	Qualification Data
312319	DEWATERING	Field Quality-Control Reports
312319	DEWATERING	Existing Conditions
312319	DEWATERING	Record Drawings
321216	ASPHALT PAVING	Product Data
321216	ASPHALT PAVING	Qualification Data
321216	ASPHALT PAVING	Material Certificates
321216	ASPHALT PAVING	Material Test Reports
321313	CONCRETE PAVING	Product Data
321313	CONCRETE PAVING	Concrete Pavement Joint Plan
321313	CONCRETE PAVING	Design Mixtures
321313	CONCRETE PAVING	Material Test Reports
321313	CONCRETE PAVING	Material Certificates
321313	CONCRETE PAVING	Minutes of Pre-installation Conference
321373	CONCRETE PAVING JOINT SEALANTS	Product Data
321373	CONCRETE PAVING JOINT SEALANTS	Product Certificates
321373	CONCRETE PAVING JOINT SEALANTS	Compatibility and Adhesion Test Reports

321373	CONCRETE PAVING JOINT SEALANTS
329220	TURF SEEDING
329220	TURF SEEDING

Product Test Reports  
Product Data  
Materials Qualification Test

**END OF SECTION 013300**

## **SECTION 013513.31 – SITE SECURITY AND HEALTH REQUIREMENTS (DNR)**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUBMITTALS**

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

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

### **PART 3 - EXECUTION**

#### **3.1 ACCESS TO THE SITE**

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

#### **3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS**

- A. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.
  - 1. Onsite burning is prohibited.
  - 2. The Contractor shall store all flammable or hazardous materials in proper containers located outside the buildings or offsite, if possible.

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

### **3.3 DISRUPTION OF UTILITIES**

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

**END OF SECTION 013513.31**

## **SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes requirements for construction facilities and temporary controls including temporary utilities, support facilities, security, and protection.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Temporary electric power and light
- C. Support facilities include, but are not limited to, the following:
  - 1. Dewatering facilities and drains
  - 2. Temporary project identification signs and bulletin boards
  - 3. Waste disposal services
  - 4. Construction aids and miscellaneous services and facilities
- D. Security and protection facilities include, but are not limited to, to following:
  - 1. Barricades, warning signs, and lights
  - 2. Sidewalk bridge or enclosure fence for the site
  - 3. 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. Provide materials suitable for use intended.
- B. 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.
- C. Water: Provide potable water approved by local health authorities.
- D. 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. 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. 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.
- F. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated re-circulation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- G. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers, or a combination of extinguishers of NFPA-recommended classes for the exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

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

### **3.2 TEMPORARY UTILITY INSTALLATION**

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

4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Change Order.
- B. Temporary Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
    1. Sterilization: Sterilize temporary water piping prior to use.
  - C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.
    1. Install electric power service underground, except where overhead service must be used.
    2. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125V, AC 20ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
    3. Contractors using such services shall pay all costs of temporary services, circuits, outlet, extensions, etc.
  - D. Temporary Toilets: Install self-contained toilet units. Use of pit-type privies will not be permitted. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
    1. Shield toilets to ensure privacy.
    2. Provide separate facilities for male and female personnel.
    3. Provide toilet tissue materials for each facility.
  - E. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.
    1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45°F to 55°F (7°C to 13°C).
  - F. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

### **3.3 SUPPORT FACILITIES INSTALLATION**

- A. General: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.
  1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

- B. Field Offices: Provide insulated, weathertight temporary offices of sufficient size to accommodate required office personnel at the Project site. Keep the office clean and orderly for use for small progress meetings.
- C. Storage Facilities: Limited areas for storage of building materials are available onsite. The Contractor shall provide his own security. Specific locations for storage and craning operations will be discussed at the Pre-Bid Meeting and the Pre-Construction Meeting.
- D. Construction Parking: Contractors must be prepared to discuss their storage and parking needs at the Pre-Bid Meeting. Parking for construction personnel cannot be provided onsite. All parking will be offsite. The Contractor will have to park on the street, in city-owned lots, or in commercial lots. Under no circumstances will any vehicle be parked in a fire lane. Parking on lawns shall be prohibited.
- E. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
  - 1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and materials drying or curing requirements to avoid dangerous conditions and effects.
  - 2. Install tarpaulins securely with incombustible wood framing and other materials. Close openings of 25SqFt (2.3SqM) or less with plywood or similar materials.
- 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. Enclosure Fence: Before excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated, or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.
  - 1. Provide open-mesh, chainlink fencing with posts set in a compacted mixture of gravel and earth.
  - 2. 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.
- B. 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.

**END OF SECTION 015000**

## **SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes the protection and trimming of existing trees that interfere with, or are affected by, execution of the Work, whether temporary or permanent construction.
- B. Related Sections include the following:
  - 1. Division 01 Section "Summary" for limits placed on Contractor's use of the site.
  - 2. Division 01 Section "Temporary Facilities and Controls" for temporary tree protection.
  - 3. Division 31 Section "Site Clearing" for removal limits of trees, shrubs, and other plantings affected by new construction.
  - 4. Division 31 Section "Earth Moving" for building and utility trench excavation, backfilling, compacting and grading requirements, and soil materials.
  - 5. Division 32 Section "Plants" for tree and shrub planting, tree support systems, and soil materials.

#### **1.3 DEFINITIONS**

- A. Tree Protection Zone: Area surrounding individual trees or groups of trees to remain during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

#### **1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Tree Pruning Schedule: Written schedule from arborist detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
- C. Qualification Data: For tree service firm and arborist.
- D. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- E. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

## **1.5 QUALITY ASSURANCE**

- A. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of tree protection and trimming.
- B. Arborist Qualifications: An arborist certified by ISA or licensed in the jurisdiction where Project is located.
- C. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."
  - 1. Before tree protection and trimming operations begin, meet with representatives of authorities having jurisdiction, Owner, Architect, consultants, and other concerned entities to review tree protection and trimming procedures and responsibilities.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D 448, Size 24, with 90 to 100 percent passing a 2-1/2-inch (63-mm) sieve and not more than 10 percent passing a 3/4-inch (19-mm) sieve.
- B. Topsoil: Topsoil shall be a well-graded soil of good uniform quality. It shall be a natural, friable soil representative of productive soils in the vicinity. Topsoil shall be free of admixture of subsoil, foreign matter, objects larger than one inch in any dimension, toxic substances, weeds and any material or substances that may be harmful to plant growth and shall have a pH value of not less than 5.0 nor more than 7.5. The Contractor shall submit an analysis of soils along with samples for approval by the Landscape Architect.
- C. Filter Fabric: Manufacturer's standard, nonwoven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Temporary Fencing: Install temporary fencing around tree protection zones to protect remaining trees and vegetation from construction damage. Maintain temporary fence and remove when construction is complete.
  - 1. Install construction fencing according to manufacturer's written instructions.

- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Do not store construction materials, debris, or excavated material inside tree protection zones. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems.
- D. Maintain tree protection zones free of weeds and trash.
- E. Do not allow fires within tree protection zones.

### **3.2 EXCAVATION**

- A. Install shoring or other protective support systems to minimize sloping or benching of excavations.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.
  - 1. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches (75 mm) back from new construction.
  - 2. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
- D. Where utility trenches are required within tree protection zones, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.
  - 1. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

### **3.3 REGRADING**

- A. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade beyond tree protection zones. Maintain existing grades within tree protection zones.
- B. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist, unless otherwise indicated.
  - 1. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.



- C. Minor Fill: Where existing grade is 6 inches (150 mm) or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.
- D. Moderate Fill: Where existing grade is more than 6 inches (150 mm) but less than 12 inches (300 mm) below elevation of finish grade, place drainage fill, filter fabric, and topsoil on existing grade as follows:
  - 1. Carefully place drainage fill against tree trunk approximately 2 inches (50 mm) above elevation of finish grade and extend not less than 18 inches (450 mm) from tree trunk on all sides. For balance of area within drip-line perimeter, place drainage fill up to 6 inches (150 mm) below elevation of grade.
  - 2. Place filter fabric with edges overlapping 6 inches (150 mm) minimum.
  - 3. Place fill layer of topsoil to finish grade. Do not compact drainage fill or topsoil. Hand grade to required finish elevations.

### **3.4 TREE PRUNING**

- A. Prune trees to remain that are affected by temporary and permanent construction.
- B. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
- C. Pruning Standards: Prune trees according to ANSI A300 (Part 1) as follows:
  - 1. Type of Pruning: Cleaning.
  - 2. Specialty Pruning: Utility.
- D. Cut branches with sharp pruning instruments; do not break or chop.
- E. Chip removed tree branches and stockpile in areas approved by Owner.

### **3.5 TREE REPAIR AND REPLACEMENT**

- A. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
- B. Remove and replace trees indicated to remain that die or are damaged during construction operations that Owner determines are incapable of restoring to normal growth pattern.
  - 1. Provide new trees of 2-inch caliper size and of a species selected by Owner when damaged trees are required to be replaced. Plant and maintain new trees.

### **3.6 DISPOSAL OF WASTE MATERIALS**

- A. Burning is not permitted.
- B. Disposal: Remove excess excavated material and displaced trees from Owner's property.

**END OF SECTION 01 56 39**

## **SECTION 017400 – CLEANING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

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

### **PART 3 - EXECUTION**

#### **3.1 PROGRESS CLEANING**

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

## C. Structures:

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

**3.2 FINAL CLEANING**

- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
  1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.
  2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  3. Remove petrochemical spills, stains, and other foreign deposits.
  4. Remove tools, construction equipment, machinery, and surplus material from the site.
  5. Remove snow and ice to provide safe access to the building.
  6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  8. Broom clean concrete floors in unoccupied spaces.
  9. Vacuum clean carpet and similar soft surfaces removing debris and excess nap. Shampoo, if required.
  10. Clean transparent material, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  11. Remove labels that are not permanent labels.
  12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

- a. Do not paint over “UL” and similar labels, including mechanical and electrical nameplates.
  13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  14. Clean plumbing fixtures to a sanitary condition free of stains, including stains resulting from water exposure.
  15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  16. Clean ducts, blowers, and coils if units were operated without filters during construction
  17. Clean 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.
  18. Leave the Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.
- D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- E. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner’s property.

**END OF SECTION 017400**

## **SECTION 033000 - CAST-IN-PLACE CONCRETE**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

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

#### **1.2 ACTION SUBMITTALS**

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

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Material certificates.
- B. Material test reports.

#### **1.4 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

#### **1.5 PRECONSTRUCTION TESTING**

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

#### **1.6 FIELD CONDITIONS**

- A. Cold-Weather Placement: Comply with ACI 306.1.

1. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M).

## **PART 2 - PRODUCTS**

### **2.1 CONCRETE, GENERAL**

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
1. ACI 301 (ACI 301M).
  2. ACI 117 (ACI 117M).

### **2.2 FORM-FACING MATERIALS**

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

### **2.3 STEEL REINFORCEMENT**

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from as-drawn steel wire into flat sheets.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

### **2.4 CONCRETE MATERIALS**

- A. Cementitious Materials:
1. Portland Cement: ASTM C 150/C 150M, Type I/II, gray.
  2. Fly Ash: ASTM C 618, Class F or C.
  3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.

- B. Normal-Weight Aggregates: ASTM C 33/C 33M, graded.
  - 1. Maximum Coarse-Aggregate Size: 3/4 inch (19 mm) nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Air-Entraining Admixture: ASTM C 260/C 260M.
- D. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- E. Water: ASTM C 94/C 94M and potable.

## **2.5 WATERSTOPS**

- A. Flexible PVC Waterstops: CE CRD-C 572, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
- B. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch (19 by 25 mm).

## **2.6 VAPOR RETARDERS**

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

## **2.7 CURING MATERIALS**

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

## **2.8 RELATED MATERIALS**

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

## **2.9 CONCRETE MIXTURES, GENERAL**

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301 (ACI 301M).
- B. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing, high-range water-reducing, or plasticizing admixture in concrete, as required, for placement and workability.
  - 2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  - 3. Use water-reducing admixture in pumped concrete, concrete required to be watertight, and concrete with a w/c ratio below 0.50.

## **2.10 CONCRETE MIXTURES FOR BUILDING ELEMENTS**

- A. Normal-Weight Concrete:
  - 1. Minimum Compressive Strength: as indicated in Structural Drawings.
  - 2. Maximum W/C Ratio: as indicated in Structural Drawings.
  - 3. Slump Limit: as indicated in Structural Drawings.
  - 4. Air Content: as indicated in Structural Drawings.
  - 5. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

## **2.11 FABRICATING REINFORCEMENT**

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



## **2.12 CONCRETE MIXING**

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

## **PART 3 - EXECUTION**

### **3.1 FORMWORK INSTALLATION**

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301 (ACI 301M), to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 (ACI 117M).
- C. Chamfer exterior corners and edges of permanently exposed concrete

### **3.2 EMBEDDED ITEM INSTALLATION**

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

### **3.3 VAPOR-RETARDER INSTALLATION**

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

### **3.4 STEEL REINFORCEMENT INSTALLATION**

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

### **3.5 JOINTS**

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.

### **3.6 WATERSTOP INSTALLATION**

- A. Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions.

### **3.7 CONCRETE PLACEMENT**

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as required. Deposit concrete to avoid segregation.
  - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301 (ACI 301M).

### **3.8 FINISHING FORMED SURFACES**

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete.
- C. Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete where indicated:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
  2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix 1 part portland cement to 1-1/2 parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
  3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix 1 part portland cement and 1 part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

### **3.10 CONCRETE PROTECTING AND CURING**

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 (ACI 301M) for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.
- D. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
  2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides

and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
  - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound does not interfere with bonding of floor covering used on Project.
4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

### **3.11 CONCRETE SURFACE REPAIRS**

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

### **3.12 FIELD QUALITY CONTROL**

- A. Testing and Inspection: Contractor shall engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

**END OF SECTION 033000**

## **SECTION 061063 - EXTERIOR ROUGH CARPENTRY**

### **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 DEFINITIONS**

- A. Lumber grading agencies, and the abbreviations used to reference them, include the following:
  - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
  - 2. NLGA: National Lumber Grades Authority.
  - 3. RIS: Redwood Inspection Service.
  - 4. SPIB: The Southern Pine Inspection Bureau.
  - 5. WCLIB: West Coast Lumber Inspection Bureau.
  - 6. WWPA: Western Wood Products Association.

#### **1.3 DELIVERY, STORAGE, AND HANDLING**

- A. Store materials under cover and protected from weather and contact with damp or wet surfaces. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

### **PART 2 - PRODUCTS**

#### **2.1 LUMBER, GENERAL**

- A. Comply with DOC PS 20 and with grading rules of lumber grading agencies certified by ALSC's Board of Review as applicable. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by ALSC's Board of Review.
  - 1. Factory mark each item with grade stamp of grading agency.
  - 2. For items that are exposed to view in the completed Work, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
  - 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry wood products.
  - 4. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content:
  - 1. Boards: 19 percent.
  - 2. Dimension Lumber: 19 percent.

3. Timber. 19 percent.

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

- A. Prime wood indicated to be painted, including both faces and edges. Cut to required lengths and prime ends.
- B. Stain wood indicated to be stained, including both faces and edges. Cut to required lengths and stain ends.

#### **3.2 INSTALLATION**

- A. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit work to other construction; scribe and cope as needed for accurate fit.
- B. Framing Standard: Comply with AF&PA WCD1 unless otherwise indicated.
- C. Install metal framing anchors to comply with manufacturer's written instructions.
- D. Do not splice structural members between supports unless otherwise indicated.
- E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- F. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of members or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- G. Securely attach exterior rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  1. "Fastening Schedule" in ICC's International Building Code.
  2. "Fastener Schedule for Structural Members" and "Alternate Attachments" in ICC's International Residential Code for One- and Two-Family Dwellings.

**END OF SECTION 061063**

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

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes methods and materials for grounding systems and equipment. Provide a grounding system as required by the National Electrical Code (NEC) and local authorities.

#### **1.2 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Field quality-control test reports.

#### **1.3 QUALITY ASSURANCE**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

### **PART 2 - PRODUCTS**

#### **2.1 CONDUCTORS**

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B 3.
  - 2. Stranded Conductors: ASTM B 8.
  - 3. Tinned Conductors: ASTM B 33.
  - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
  - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
  - 6. Bonding Jumper: Copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
  - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

#### **2.2 CONNECTORS**

- A. Listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.

- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, bolted pressure-type, with at least two bolts.
  - 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

## **2.3 GROUNDING ELECTRODES**

- A. Ground Rods: Copper-clad steel 5/8 inch by 10 feet in diameter.

## **PART 3 - EXECUTION**

### **3.1 APPLICATIONS**

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger, unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum. Bury at least 24 inches below grade.
- C. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
  - 2. Underground Connections: Welded connectors, except at test wells and as otherwise indicated.
  - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
  - 4. Connections to Structural Steel: Welded connectors.

### **3.2 EQUIPMENT GROUNDING**

- A. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
  - 1. Feeders and branch circuits.
  - 2. Receptacle circuits.
  - 3. Flexible raceway runs.
  - 4. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
- B. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service, unless otherwise indicated.
- C. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from



panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service, unless otherwise indicated.

### 3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade, unless otherwise indicated.
  - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating, if any.
  - 2. For grounding electrode system, install at least (3) three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance, except where routed through short lengths of conduit.
  - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install so vibration is not transmitted to rigidly mounted equipment.
  - 3. Use exothermic-welded connectors for outdoor locations, but if a disconnect-type connection is required, use a bolted clamp.

### 3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections and prepare test reports:
  - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
  - 2. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal.
    - a. Measure ground resistance not less than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    - b. Perform tests by fall-of-potential method according to IEEE 81.
- B. Report measured ground resistances that exceed the following values:
  - 1. Power and Lighting Equipment or System with Capacity 500 kVA and Less: 5 ohms.
- C. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

**END OF SECTION 260526**

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

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes:
  - 1. Hangers and supports for electrical equipment and systems.
  - 2. Construction requirements for concrete bases.

#### **1.2 PERFORMANCE REQUIREMENTS**

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

#### **1.3 QUALITY ASSURANCE**

- A. Comply with NFPA 70.

### **PART 2 - PRODUCTS**

#### **2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS**

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Allied Tube & Conduit.
    - b. Cooper B-Line, Inc.; a division of Cooper Industries.
    - c. ERICO International Corporation.
    - d. GS Metals Corp.
    - e. Thomas & Betts Corporation.
    - f. Unistrut; Tyco International, Ltd.

- g. Wesanco, Inc.
  - 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
  - 3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
  - 4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
  - 5. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
  - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Hilti Inc.
      - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
      - 3) MKT Fastening, LLC.
      - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
  - 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
    - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
      - 2) Empire Tool and Manufacturing Co., Inc.
      - 3) Hilti Inc.
      - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
      - 5) MKT Fastening, LLC.
  - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.

4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

## **2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES**

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

## **PART 3 - EXECUTION**

### **3.1 APPLICATION**

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
  1. Secure raceways and cables to these supports with single-bolt conduit clamps.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

### **3.2 SUPPORT INSTALLATION**

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
  2. To New Concrete: Bolt to concrete inserts.
  3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  4. To Existing Concrete: Expansion anchor fasteners.
  5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
  6. To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
  7. To Light Steel: Sheet metal screws.
  8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

### **3.3 INSTALLATION OF FABRICATED METAL SUPPORTS**

- A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

### **3.4 CONCRETE BASES**

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 03 Section "Cast-in-Place Concrete and Miscellaneous Cast-in-Place Concrete."
- C. Anchor equipment to concrete base.
  1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  2. Install anchor bolts to elevations required for proper attachment to supported equipment.
  3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

### **3.5 PAINTING**

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Touchup: Comply with requirements in Division 09 painting Sections for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

**END OF SECTION 260529**

## **SECTION 260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.
- B. See Division 260543 Section "Underground Ducts and Raceways for Electrical Systems"

#### **1.2 SUBMITTALS**

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, details, and attachments to other work.

#### **1.3 QUALITY ASSURANCE**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

### **PART 2 - PRODUCTS**

#### **2.1 METAL CONDUIT AND TUBING**

- A. Rigid Steel Conduit: ANSI C80.1.
- B. Fittings for Conduit (Including all Types and Flexible and Liquidtight), and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.

#### **2.2 NONMETALLIC CONDUIT AND TUBING**

- A. ENT: NEMA TC 13.
- B. Fittings for ENT and RNC: NEMA TC 3; match to conduit or tubing type and material.

#### **2.3 METAL WIREWAYS**

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



- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Cooper B-Line, Inc.
  - 2. Hoffman.
  - 3. Square D; Schneider Electric.
- C. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 1 or 3R, unless otherwise indicated.
- D. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- E. Wireway Covers: Flanged-and-gasketed type.
- F. Finish: Manufacturer's standard enamel finish.

## **2.4 BOXES, ENCLOSURES, AND CABINETS**

- A. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- B. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- C. Nonmetallic Outlet and Device Boxes: NEMA OS 2.
- D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- E. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, cast iron with gasketed cover.

## **2.5 RACEWAY APPLICATION**

- A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:
  - 1. Exposed Conduit: Rigid steel conduit.
  - 2. Underground Conduit: RNC, Type EPC-80-PVC, direct buried.
  - 3. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Minimum Raceway Size: 3/4-inch trade size.
- C. Raceway Fittings: Compatible with raceways and suitable for use and location.
  - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
  - 2. Setscrew fittings shall not be allowed.

## **2.6 INSTALLATION**

- A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.

- D. Support raceways as specified in Division 260529 Section "Hangers and Supports for Electrical Systems."
- E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.
- H. Raceways Embedded in Slabs:
  - 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
  - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
  - 3. Change from ENT to RNC, Type EPC-40-PVC, rigid steel conduit, or IMC before rising above the floor.
- I. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- J. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.
- K. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
  - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  - 2. Where otherwise required by NFPA 70.
  - 3. written instructions for conditions at specific location at the time of installation.
- L. Flexible Conduit Connections: Use maximum of 72 inches of flexible conduit for recessed and semirecessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
  - 1. Use LFMC in damp or wet locations subject to severe physical damage.
  - 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- M. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.
- N. Set metal floor boxes level and flush with finished floor surface.
- O. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

**END OF SECTION 260533**

## **SECTION 260543 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Conduit, ducts, and duct accessories for direct-buried, and in single duct runs.
  - 2. Handholes and boxes.

#### **1.3 DEFINITION**

- A. RNC: Rigid nonmetallic conduit.
- B. HDPE: High Density Polypropylene

#### **1.4 SUBMITTALS**

- A. Product Data: For the following:
  - 1. Duct-bank materials, including separators and miscellaneous components.
  - 2. Ducts and conduits and their accessories, including elbows, end bells, bends, fittings, and solvent cement.
  - 3. Accessories for manholes, handholes, boxes, and other utility structures.
  - 4. Warning tape.
  - 5. Warning planks.
- B. Shop Drawings for Factory-Fabricated Handholes and Boxes Other Than Precast Concrete: Include dimensioned plans, sections, and elevations, and fabrication and installation details, including the following:
  - 1. Duct entry provisions, including locations and duct sizes.
  - 2. Cover design.
  - 3. Grounding details.
  - 4. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
- C. Product Certificates: For concrete and steel used in precast concrete handholes, as required by ASTM C 858.
- D. Qualification Data: For professional engineer and testing agency.
- E. Source quality-control test reports.
- F. Field quality-control test reports.

#### **1.5 QUALITY ASSURANCE**

- A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.
- B. Comply with ANSI C2.

- C. Comply with NFPA 70.

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

- A. Deliver ducts to Project site with ends capped. Store nonmetallic ducts with supports to prevent bending, warping, and deforming.
- B. Store precast concrete and other factory-fabricated underground utility structures at Project site as recommended by manufacturer to prevent physical damage. Arrange so identification markings are visible.
- C. Lift and support precast concrete units only at designated lifting or supporting points.

#### **1.7 PROJECT CONDITIONS**

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

#### **1.8 COORDINATION**

- A. Coordinate layout and installation of ducts, manholes, handholes, and boxes with final arrangement of other utilities, site grading, and surface features as determined in the field.
- B. Coordinate elevations of ducts and duct-bank entrances into manholes, handholes, and boxes with final locations and profiles of ducts and duct banks as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations from those indicated as required to suit field conditions and to ensure that duct runs drain to manholes and handholes, and as approved by Architect.

#### **1.9 EXTRA MATERIALS**

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
- B. Furnish cable-support stanchions, arms, and associated fasteners in quantities equal to 5 percent of quantity of each item installed.

### **PART 2 - PRODUCTS**

#### **2.1 CONDUIT**

- A. Rigid Steel Conduit: Galvanized. Comply with ANSI C80.1.
- B. RNC: NEMA TC 2, Type EPC-80-PVC, UL 651, with matching fittings by same manufacturer as the conduit, complying with NEMA TC 3 and UL 514B.

#### **2.2 NONMETALLIC DUCTS AND DUCT ACCESSORIES**

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

- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
  - 1. ARNCO Corp.
  - 2. Beck Manufacturing.
  - 3. Cantex, Inc.
  - 4. CertainTeed Corp.; Pipe & Plastics Group.
  - 5. Condux International, Inc.
  - 6. ElecSys, Inc.
  - 7. Electri-Flex Company.
  - 8. IPEX Inc.
  - 9. Lamson & Sessions; Carlon Electrical Products.
  - 10. Manhattan/CDT; a division of Cable Design Technologies.
  - 11. Spiraduct/AFC Cable Systems, Inc.
  - 12. Warning Tape: Underground-line warning tape specified in Division 26 Section "Identification for Electrical Systems."

**2.3 HANDHOLES AND BOXES OTHER THAN PRECAST CONCRETE**

- A. Description: Comply with SCTE 77.
  - 1. Color: Gray
  - 2. Configuration: Units shall be designed for flush burial and have open, closed or integral closed bottom, unless otherwise indicated.
  - 3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
  - 4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
  - 5. Cover Legend: Molded lettering, "ELECTRIC." OR "TELEPHONE" or as indicated for each service.
  - 6. Direct-Buried Wiring Entrance Provisions: Knockouts equipped with insulated bushings or end-bell fittings, selected to suit box material, sized for wiring indicated, and arranged for secure, fixed installation in enclosure wall.
  - 7. Duct Entrance Provisions: Duct-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
- B. Polymer Concrete Handholes and Boxes with Polymer Concrete Cover: Molded of sand and aggregate, bound together with a polymer resin, and reinforced with steel or fiberglass or a combination of the two.
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 3. Basis-of-Design Product: Subject to compliance with requirements, provide [the product indicated on Drawings] or a comparable product by one of the following:
    - a. Armormcast Products Company.
    - b. Carson Industries LLC.
    - c. CDR Systems Corporation.
    - d. Hubbel Power Systems. Inc, - Quazite

- C. Fiberglass Handholes and Boxes with Polymer Concrete Frame and Cover: Sheet-molded, fiberglass-reinforced, polyester resin enclosure joined to polymer concrete top ring or frame.
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 3. Basis-of-Design Product: Subject to compliance with requirements, provide [the product indicated on Drawings] or a comparable product by one of the following:
    - a. Armorcast Products Company.
    - b. Carson Industries LLC.
    - c. Christy Concrete Products.
    - d. Synertech Moulded Products, Inc.; a division of Oldcastle Precast.

**PART 3 - EXECUTION**

**3.1 UNDERGROUND DUCT APPLICATION (OUTSIDE THE BUILDING)**

- A. Ducts for Electrical Feeders 600 V and Less: HDPE, in direct-buried duct bank, unless otherwise indicated.
- B. Ducts for Electrical Branch Circuits: HDPE, in direct-buried duct bank, unless otherwise indicated.

**3.2 EARTHWORK**

- A. Excavation and Backfill: Comply with Division 31 Section "Earth Moving," but do not use heavy-duty, hydraulic-operated, compaction equipment.
- B. Restore surface features at areas disturbed by excavation and reestablish original grades, unless otherwise indicated. Replace removed sod immediately after backfilling is completed.
- C. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Comply with Division 32 Sections "Turf and Grasses" and "Plants."
- D. Cut and patch existing pavement in the path of underground ducts and utility structures according to Division 01 Section "Cutting and Patching."

**3.3 DUCT INSTALLATION**

- A. Slope: Pitch ducts a minimum slope of 1:300 down toward handholes and equipment. Slope ducts from a high point in runs between two handholes to drain in both directions.
- B. Curves and Bends: Use 5-degree angle couplings for small changes in direction. Use manufactured long sweep bends with a minimum radius of 48 inches, both horizontally and vertically, at other locations, unless otherwise indicated.
- C. Joints: Use solvent-cemented joints in ducts and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent ducts do not lie in same plane.
- D. Pulling Cord: Install 100-lbf-test nylon cord in ducts, including spares.

## E. Direct-Buried Duct Banks:

1. Support ducts on duct separators coordinated with duct size, duct spacing, and outdoor temperature.
2. Space separators close enough to prevent sagging and deforming of ducts, with not less than 4 spacers per 20 feet of duct. Secure separators to earth and to ducts to prevent displacement during backfill and yet permit linear duct movement due to expansion and contraction as temperature changes. Stagger spacers approximately 6 inches (150 mm) between tiers.
3. Excavate trench bottom to provide firm and uniform support for duct bank. Prepare trench bottoms as specified in Section 31200 "Earth Moving" for pipes less than 6 inches (150 mm) in nominal diameter.
4. Install backfill as specified in Section 31200 "Earth Moving."
5. After installing first tier of ducts, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand-place backfill to 4 inches over ducts and hand tamp. Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct connections at end of run and complete backfilling with normal compaction as specified in Section 31200 "Earth Moving."
6. Install ducts with a minimum of 3 inches between ducts for like services and 6 inches between power and signal ducts.
7. Depth: Install top of duct bank at least 36 inches below finished grade, unless otherwise indicated.
8. Set elevation of bottom of duct bank below the frost line.
9. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through the floor, unless otherwise indicated. Encase elbows for stub-up ducts throughout the length of the elbow.
10. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.
  - a. Couple steel conduits to ducts with adapters designed for this purpose and encase coupling with 3 inches of concrete.
  - b. For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.
11. Warning Planks: Bury warning planks approximately 12 inches above direct-buried ducts and duct banks, placing them 24 inches o.c. Align planks along the width and along the centerline of duct bank. Provide an additional plank for each 12-inch increment of duct-bank width over a nominal 18 inches (450 mm). Space additional planks 12 inches apart, horizontally.

**3.4 INSTALLATION OF HANDHOLES AND BOXES OTHER THAN PRECAST CONCRETE**

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting ducts to minimize bends and deflections required for proper entrances. Use box extension if required to match depths of ducts, and seal joint between box and extension as recommended by the manufacturer.

- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas and trafficways, set so cover surface will be flush with finished grade. Set covers of other handholes 1 inch above finished grade.
- D. Install handholes and boxes with bottom below the frost line, 36" below grade.
- E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables, but short enough to preserve adequate working clearances in the enclosure.
- F. Field-cut openings for ducts and conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.
- G. For enclosures installed in asphalt paving and subject to occasional, non-deliberate, heavy-vehicle loading, form and pour a concrete ring encircling, and in contact with, enclosure and with top surface screeded to top of box cover frame. Bottom of ring shall rest on compacted earth
  - 1. Concrete: 4000 psi, 28-day strength, complying with Division 03 Section "Cast-in-Place Concrete," with a troweled finish.
  - 2. Dimensions: 10 inches wide by 12 inches deep.

### **3.5 GROUNDING**

- A. Ground underground ducts and utility structures according to Division 26 Section "Grounding and Bonding for Electrical Systems."

### **3.6 FIELD QUALITY CONTROL**

- A. Perform the following tests and inspections and prepare test reports:
  - 1. Demonstrate capability and compliance with requirements on completion of installation of underground ducts and utility structures.
  - 2. Pull aluminum or wood test mandrel through duct to prove joint integrity and test for out-of-round duct. Provide mandrel equal to 80 percent fill of duct. If obstructions are indicated, remove obstructions and retest.
  - 3. Test manhole and handhole grounding to ensure electrical continuity of grounding and bonding connections. Measure and report ground resistance as specified in Division 26 Section "Grounding and Bonding for Electrical Systems."
- B. Correct deficiencies and retest as specified above to demonstrate compliance.

### **3.7 CLEANING**

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.
- B. Clean internal surfaces of manholes, including sump. Remove foreign material.

**END OF SECTION 260543**



**SECTION 260573 – ARC FLASH HAZARD ANALYSIS/SHORT CIRCUIT/COORDINATION STUDY**

**PART 1 - GENERAL**

**1.1 SCOPE**

- A. The owner shall be furnished short-circuit and protective device coordination studies as prepared by the contractor.
- B. Contractor shall furnish an Arc Flash Hazard Analysis Study per the requirements set forth in the current issue of the NFPA 70E – Standard for Electrical Safety in the Workplace. The arc flash hazard analysis shall be performed according to the IEEE Standard 1584 – 2002, the IEEE Guide for Performing Arc-Flash Calculations.
- C. The scope of the studies shall include the electrical distribution equipment as identified by the Owner.

**1.2 RELATED SECTIONS**

- A. Drawings and general provisions of the Contract.

**1.3 REFERENCES**

- A. Institute of Electrical and Electronics Engineers, Inc. (IEEE):
  - 1. IEEE 141 – Recommended Practice for Electric Power Distribution and Coordination of Industrial and Commercial Power Systems.
  - 2. IEEE 242 – Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems.
  - 3. IEEE 399 – Recommended Practice for Industrial and Commercial Power System Analysis.
  - 4. IEEE 241 – Recommended practice for Electric Power Systems in Commercial Buildings.
  - 5. IEEE 1015 – Recommended practice for Applying Low-Voltage Circuit Breakers Used in Industrial and Commercial Power Systems.
  - 6. IEEE 1584 – Guide for Performing Arc-Flash Hazard Calculations.
- B. American National Standards Institute (ANSI):
  - 1. ANSI C57.12.00 – Standard General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
  - 2. ANSI C37.13 – Standard Low Voltage AC Power Circuit Breakers Used in Enclosures.
  - 3. ANSI C37.010 – Standard Application Guide for AC High Voltage Fuses, Distribution Enclosed Single-Pole Air Switches, Fuse Connecting Switches and Accessories.
- C. The National Fire Protection Association (NFPA):

1. NFPA 70 – National Electrical Code, latest edition.
2. NFPA 70E – Standard for Electrical Safety in the Workplace.

#### **1.4 SUBMITTALS FOR REVIEW/APPROVAL**

- A. A preliminary Arc Flash Hazard Analysis shall be submitted to the Owner’s Representative no later than six (6) weeks after the overcurrent protective device shop drawings have been approved.
- B. The studies shall be submitted to the Owner for a review and approval prior to final completion.

#### **1.5 FINAL SUBMITTALS**

- A. The results of the short-circuit, protective device coordination and arc flash hazard analysis studies shall be summarized in a final report. A minimum of five (5) bound copies of the complete final report shall be submitted. Electronic PDF copies of the report shall be provided upon request. A CD containing all study files, including all device curves shall be provided (use the SKM “Project-Backup” command).
- B. The report shall include the following sections:
  1. Executive Summary including Introduction, Scope of Work, and Results/Recommendations.
  2. Short-Circuit methodology Analysis Results and Recommendations.
  3. Short-Circuit Device Evaluation Table.
  4. Protective Device Coordination Methodology Analysis Results and Recommendations.
  5. Protective Device Settings Table.
  6. Time-Current Coordination Graphs and Recommendations.
  7. Arc Flash Hazard Methodology Analysis Results and Recommendations including the details of the incident energy and flash protection boundary calculations, along with the Arc Flash boundary distances, working distances, Incident Energy levels and Personal Protection Equipment levels.
  8. Arc Flash Labeling section showing types of labels provided. Section will contain descriptive information as well as typical label images.
  9. One-line system diagram that shall be computer generated and will clearly identify individual equipment buses, bus numbers used in the short-circuit current at each bus location, device numbers used in the time-current coordination analysis, and other information pertinent to the computer analysis.

#### **1.6 QUALIFICATIONS**

- A. The short-circuit, protective device coordination and arc flash hazard analysis studies shall be conducted under the responsible charge and approval of a Registered Professional Electrical Engineer skilled in performing and interpreting the power system studies.
- B. The registered Professional Electrical Engineer shall be an employee of the approved engineering firm.
- C. The registered Professional Electrical Engineer shall have a minimum of five (5) years of experience in performing power system studies.
- D. The approved engineering firm shall demonstrate experience with Arc Flash Analysis by submitting names of at least ten actual arc flash analyses it has performed in the past year.

- E. The engineering firm shall have a minimum of twenty-five (25) years experience in performing power system studies.
- F. The study shall include the stamp or seal and signature of the preparing engineer and shall be reviewed and approved by the Engineer of Record.

#### 1.7 COMPUTER ANALYSIS SOFTWARE

- A. The studies shall be performed using AKM Systems Analysis Power Tools for Windows (PTW 32) software program.

### **PART 2 - PRODUCTS**

#### **2.1 STUDIES**

- A. Contractor shall furnish an Arc Flash Hazard Analysis Study per NFPA 70E – Standard for Electrical Safety in the Workplace, preference Article 130.3 and Annex D. This study shall also include Short-circuit and protective device coordination studies.

#### **2.2 DATA COLLECTION**

- A. Field data collection shall be performed by a qualified (as defined by the NFPA 70E – 2004) technician to ensure accurate equipment modeling. The technician shall have completed an 8-hour instructor-led Electrical Safety Training Course. The course shall include NFPA 70E training which includes the selection and use of personal protective equipment.
- B. Contractor will visually inspect to verify the equipment readings, conductor ratings and overcurrent device data by removing panels, covers, and doors where required to document the necessary data used in the analysis. Contractor can perform these inspections with the equipment energized provided the incident energy values are less than 40cal/cm<sup>2</sup>, greater values or unusual site conditions will require an equipment shutdown so the equipment can be inspected and de-energized.
- C. The Owner shall provide qualified personnel to show the Contractor technician the equipment location and to open all equipment doors, locks, etc. necessary to collect nameplate data.
- D. Contractor will verify the owner's one-line drawings and provide marked corrections where discrepancies are found.
  - 1. Data collection shall begin downstream from the utility service and continue down through the Owner's electrical distribution system as defined under the scope of work. The study shall not include any single phase AC circuits or DC distribution systems as these types of circuits and systems are excluded from IEEE 1584-2002 Arc Flash calculation guidelines.
- E. Contractor shall obtain from Owner the minimum, normal, and maximum operating service voltage levels, three-phase short circuit MVA and X/R ratio, as well as line-to-ground short-circuit MVA and X/R ratio at the point of connection as show on the drawings.

### 2.3 SHORT-CIRCUIT ANALYSIS

- A. Transformer design impedances shall be used when test impedances are not available.
- B. Provide the following:
  - 1. Calculation methods and assumptions.
  - 2. Selected base per unit quantities.
  - 3. One-line diagram of the system being evaluated that clearly identifies individual equipment buses, bus numbers used in the short-circuit analysis, cable and buss connections between the equipment, calculated maximum short-circuit current at each bus location and other information pertinent to the computer analysis.
  - 4. The study shall include input circuit data including electrical utility system characteristics, source impedance data, conductor lengths, number of conductors per phase, conductor impedance values, insulation types, transformer impedances, and X/R ratios, motor contributions, and other circuit information as related to the short-circuit calculations.
  - 5. Tabulations of calculated quantities including short-circuit currents, X/R ratios, equipment short-circuit interrupting or withstand current ratings and notes regarding adequacy or inadequacy of the equipment rating.
  - 6. Results, conclusions, and recommendations. A comprehensive discussion section evaluating the adequacy or inadequacy of the equipment must be provided and include recommendations as appropriate for improvements to the system.
  - 7. For solidly-grounded systems, provide a bolted line-to-ground fault current study for applicable buses as determined by the engineer performing the study.
- C. Protective Device Evaluation:
  - 1. Evaluate equipment and protective devices and compare short circuit ratings.
  - 2. Adequacy of switchgear, motor control centers, and panelboard bus bars to withstand short-circuit stresses.
  - 3. Contractor shall notify Owner in writing, of any circuit protective devices improperly rated for the calculated available fault current.

### 2.4 PROTECTIVE DEVICE TIME-CURRENT COORDINATION ANALYSIS

- A. Protective device coordination time-current curves (TCC) shall be displayed on log-log scale graphs.
- B. Include on each TCC graph, a complete title with descriptive device names.
- C. Terminate device characteristic curves at a point reflecting maximum symmetrical or asymmetrical fault current to which the device is exposed.
- D. Identify the device associated with each curve by manufacturer type, function, and, if applicable, tap, time delay, and instantaneous settings recommended.
- E. Plot the following characteristics on the TCC graphs, where applicable:
  - 1. Electric utility's overcurrent protective device
  - 2. Medium voltage equipment overcurrent relays
  - 3. Medium and low voltage fuses including manufacturer's minimum melt, total clearing, tolerance, and damage bands
  - 4. Low voltage equipment circuit breakers trip devices, including manufacturer's tolerance bands

5. Transformer full-load current, magnetizing inrush current, and ANSI through-fault protection curves
  6. Medium voltage conductor damage curves
  7. Ground fault protective devices, as applicable
  8. Pertinent motor starting characteristics and motor damage points, where applicable
  9. Pertinent generator short-circuit decrement curve and generator damage point
  10. The largest feeder circuit breaker in each motor control center and applicable panelboard/
- F. Provide adequate time margins between device characteristics such that selective operation is provided, while providing proper protection.
- G. Provide the following:
1. A One-line diagram shall be provided which clearly identifies individual equipment buses, bus numbers, device identification numbers and the maximum available short-circuit current at each bus when known.
  2. A sufficient number of log-log plots shall be provided to indicate the degree system protection and coordination
  3. Computer printouts shall accompany the log-log plots and will contain descriptions for each of the devices shown, settings of the adjustable devices, and device identification numbers to aid in locating the devices on the log-log plots and the system one-line diagrams.
  4. The study shall include a separate, tabular printout containing the recommended settings of all adjustable overcurrent protective devices, the equipment designation where the device is located, and the device number corresponding to the device on the system one-line diagram.
  5. A discussion session which evaluates the degree of system protection and service continually with overcurrent devices, along with recommendations as required for addressing system protection or device coordination deficiencies.
  6. Contractor shall notify Owner in writing of any significant deficiencies in protection and/or coordination. Provide recommendations for improvements.

## 2.5 ARC FLASH HAZARD ANALYSIS

- A. The arc flash hazard analysis shall be performed according to the IEEE 1584 equations that are presented in NFPA17E-2009, Annex D. The arc flash hazard analysis shall be performed in conjunction with the short-circuit analysis (Section 2.03) and the protective device time-current coordination analysis (Section 2.04).
- B. The flash protection boundary and the incident energy shall be calculated at significant locations in the electrical distribution system (switchboards, switchgear, motor-control centers, panelboards, busway and splitters) where work could be performed on energized parts.
- C. The analysis shall be based on the specific devices installed and include (but not limited to) the following:
  1. Service Entrance Equipment
    - a. All overcurrent protective devices installed in service entrance panels.
  2. Feeder Circuits
    - a. All three (3) phase Feeder circuit overcurrent protective devices installed with a rating equal to or greater than 30 amps.
  3. Branch Circuits

- a. All three (3) phase Feeder circuit overcurrent protective devices installed with a rating equal to or greater than 30 amps.
  
- D. Working distances shall be based on IEEE 1584. The calculated arc flash protective boundary shall be determined using those working distances.
- E. When appropriate, the short circuit calculations and the clearing times of the phase overcurrent devices will be retrieved from the short-circuit and coordination study model. Ground overcurrent relays should not be taken into consideration when determining the clearing time when performing incident energy calculations.
- F. The short-circuit calculations and the corresponding incident energy calculations for multiple system scenarios must be compared and the greatest incident energy must be uniquely reported for each equipment location in a single table. Calculations must be performed to represent the maximum and minimum contributions of fault current magnitude for normal and emergency operating conditions. The minimum calculation will assume that the utility contribution is at a minimum. Conversely, the maximum calculation will assume a maximum contribution from the utility. Calculations shall take consideration the parallel operation of synchronous generators with the electric utility, where applicable as well as any stand-by generator applications.
  - 1. The Arc Flash Hazard Analysis shall be performed utilizing mutually agreed upon facility operational conditions, and the final report shall describe, when applicable, how these conditions differ from worst-case bolted fault conditions.
- G. The incident energy calculations must consider the accumulation of energy over time when performing arc flash calculations on buses with multiple sources. Iterative calculations must take into account the changing current contributions, as the sources are interrupted or decremented with time. Fault contribution from motors should be decremented as follows:
  - 1. Fault contribution from induction motors should not be considered beyond 5 cycles.
- H. For each piece of an ANSI rated equipment with an enclosed main device, two calculations shall be made. A calculation shall be made for the main cubicle, sides, or rear; and shall be based on a device located upstream of the equipment to clear the arcing fault. A second calculation shall be made for the front cubicles and shall be based on the equipment's main device to clear the arcing fault. For all other non-ANSI rated equipment, only one calculation shall be required and it shall be based on a device located upstream of the equipment to clear the arcing fault.
- I. When performing incident energy calculations on the lone side of a main breaker (as required per above), the line side and load contributions must be included in the fault calculation.
- J. Mis-coordination should be checked amongst all devices within the branch containing the immediate protective device upstream of the calculation location and the calculation should utilize the fastest device to compute the incident energy for the corresponding location.
- K. Arc Flash calculations shall be based on actual overcurrent protective device clearing time. A maximum clearing time of 2 seconds will be used based on IEEE 1584-2002 section B.1.2. Where it is not physically possible to move outside of the flash protection boundary in less than 2 seconds during an arc flash event, a maximum clearing time based on the specific location shall be utilized.
- L. Provide the following:
  - 1. Results of the Arc-Flash Hazard Analysis shall be submitted in tabular form, and shall include device or bus name, bolted fault and arcing fault current levels, flash protection

boundary distances, working distances, personal-protection equipment classes and AFIE (Arc Flash Incident Energy) levels.

2. The Arc-Flash Hazard Analysis shall report incident energy values based on recommended device settings for equipment within the scope of the study.
3. The Arc-Flash Hazard Analysis may include recommendations to reduce AFIE levels and enhance worker safety.

## **PART 3 - EXECUTION**

### **3.1 FIELD ADJUSTMENT**

- A. The contractor shall adjust relay and protection device settings according to the recommended settings table provided by the coordination study.
- B. The contractor shall make minor modifications to equipment as required to accomplish conformance with short circuit and protective device coordination studies.
- C. The Arc Flash Hazard Analysis shall be reviewed and updated to reflect any changes and corrections to conductor length within one week of the final electrical walk through for punchlist.

### **3.2 ARC FLASH LABELS**

- A. Contractor shall provide a 4.0 in. x 4.0 in. thermal transfer type label or high adhesive polyester for each work location analyzed.
- B. The labels shall be designed according to the following standards:
  1. UL969 – Standard for Marking and Labeling Systems
  2. ANSI Z535.4 – Product Safety Signs and Labels
  3. NFPA 70 (National Electric Code)- Article 111.16
- C. The label shall include the following information:
  1. System Voltage
    - a. Flash protection boundary
    - b. Personal Protective Equipment category
    - c. Arc Flash Incident energy value (cal/cm<sup>2</sup>)
    - d. Limited, restricted, and prohibited Approach Boundaries
      - 1) Study report number and issue date
- D. Labels shall be printed by a thermal transfer type printer, with no field markings.
- E. Arc flash labels shall be provided for equipment as identified in the study and the respective equipment access areas per the following:
  1. Floor Standing Equipment – Labels shall be provided on the front of each individual section. Equipment requiring rear and/or side access shall have labels provided on each individual section access area. Equipment line-ups containing sections with multiple incident energy and flash protection boundaries shall be labeled as identified in the Arc Flash Analysis table.

2. Wall Mounted Equipment – Labels shall be provided on the front cover or a nearby adjacent surface, depending upon equipment configuration.
  - a. General Use Safety labels shall be installed on equipment in coordination with the Arc Flash labels. The General Use Safety labels shall warn of general electrical hazards associated with shock, arc flash, and explosions, and instruct workers to turn off power prior to work.
  
- F. Owner approved Arc Flash Hazard warning tables shall be furnished and installed prior to project completion.

**END OF SECTION 260573**



## **SECTION 262413 - LOW VOLTAGE DISTRIBUTION PANELBOARDS**

### **PART 1 - GENERAL**

#### **1.1 WORK INCLUDES**

- A. Metal enclosed low voltage (600-volt) power circuit breaker distribution panelboards. MDP is the main distribution panel.
- B. This section includes requirements for distribution panelboard, including main breaker(s), and distribution overcurrent protective devices.

#### **1.2 SUBMITTALS**

- A. Submit in accordance with Section 013300
- B. Product Data: Submit manufacturer's technical product data covering the entire assembly, circuit breakers, trip units, control and metering components. Data shall also indicate voltage, phase, frequency, current rating and short circuit rating of the switchgear. Include assembly storing, handling, and installation instructions.
- C. Operation & Maintenance Data: Submit operation & maintenance data including parts lists, furnished assembly, specialties and accessories. Include this data, product data, and shop drawings in "Operation & Maintenance" manual, in accordance with requirements of the General Conditions of this Specification.
- D. Shop Drawings: Submit the following types of manufacturer's drawings:
  - 1. Outline assembly drawings indicating dimensions, and weight loadings, bus work layouts and mountings, device layouts, assembly structural details, mountings and supports;
  - 2. One-line diagram of switchgear indicating ratings, of all devices, device types, bussing and lug capacities;
  - 3. External connections and internal wiring diagrams;
  - 4. Control schematic diagrams;
  - 5. Scale front, rear, and end views of equipment with material list device catalog sheets, and nameplate schedule;
  - 6. Sectional view of each section of panelboard or transfer switch showing construction, size and location of bussing and cabling furnished;
  - 7. AIC/Fault current ratings of all equipment.
  - 8. Schematic and Wiring Diagrams (including point by point) for circuit breaker controls, alarms, terminal blocks and all connections within the switchboard;
  - 9. Complete detailed instructions on operation;
  - 10. Coordination curves for each type and size breaker and fuse used;
  - 11. Detail factory installed wiring and connections to be field provided;
  - 12. Metering Provisions.
- E. Upon completion of project provide to the owner two (2) copies of manufactures as-built design drawings including bill of material with part and catalog numbers.

#### **1.3 STANDARDS**

- A. Comply with the following latest editions of standards as applicable:
  - 1. UL 891 Deadfront Switchboard
  - 2. NEMA PB-2 - Ground Fault Protection Devices

3. NEMA SG3 - Low Voltage Power Circuit Breakers
4. ANSI C37.90 - Relays and Relay Systems Associated with Electric Power Apparatus
5. ANSI Z55.1 - Gray Finishes for Industrial Apparatus and Equipment
6. ANSI C37.13 - Low-Voltage AC Power Circuit Breakers Used in Enclosures
7. ANSI C37.16 - Preferred Ratings, Related Requirements and Application Recommendations for Low-Voltage Power Circuit Breakers and AC Power Circuit Protectors
8. ANSI C37.17 - Trip Devices for AC and General Purpose DC Low-Voltage Power Circuit Breakers
9. ANSI C37.50 - Test Procedures for Low-Voltage AC Power Circuit Breakers Used in Enclosures
10. UL 44 - Electric Wires and Cables
11. UL 977 - Fused Power Circuit Devices
12. IEEE Std. 242, Chapter 7 - Ground-Fault Protection

#### **1.4 SEISMIC REQUIREMENTS**

- A. This panelboard is located in a seismic zone zero. Switchboard shall be constructed with all necessary bracing required for installation in specified seismic zone.

### **PART 2 - PRODUCTS**

#### **2.1 PANELBOARD CONSTRUCTION:**

- A. Panelboard assembly shall be enclosed in a steel cabinet mounted in NEMA 3R non-walk-in structure with weather shield. The rigidity and gauge of steel to be as specified in UL Standard 50 for cabinets. The size of wiring gutters shall be in accordance with UL Standard 67. Cabinets to be equipped with latch and tumbler-type lock on door of trim. Doors over 48" long shall be equipped with three-point latch and vault lock. All locks shall be keyed alike. Endwalls shall be removable. Fronts shall be of code gauge steel. Gray baked enamel finish electro-deposited over cleaned phosphatized steel.
- B. The panelboard interior assembly shall be dead front with panelboard front removed. Main lugs or main breakers shall have barriers on five sides. The barrier in front of the main lugs shall be hinged to a fixed part of the interior. The end of the bus structure opposite the mains shall have barriers.
- C. Panelboard bus structure and main breaker shall have current ratings as shown on the panelboard schedule. Such ratings shall be established by heat rise tests with maximum hot spot temperature on any connector or bus bar not to exceed 50 degrees C rise above ambient. Heat rise tests shall be conducted in accordance with Underwriters Laboratories Standard UL 67. The use of conductor dimensions will not be accepted in lieu of actual heat tests.

#### **2.2 MISCELLANEOUS**

- A. Each panelboard, a complete unit, shall have a short circuit current rating equal to or greater than the integrated equipment rating shown on the panelboard schedule or on the plans. This rating shall be established by testing with the overcurrent devices mounted in the panelboard. The short circuit tests on the overcurrent devices and on the panelboard structure shall be made simultaneously by connecting the fault to each overcurrent device with the panelboard connected to its rated voltage source. Method of testing shall be per Underwriters Laboratories Standard UL 67. The source shall be capable of supplying the specified panelboard short circuit current or greater. Testing of panelboard overcurrent devices for short circuit rating only while

individually mounted is not acceptable. Also, testing of the bus structure by applying a fixed fault to the bus structure alone is not acceptable. Panelboards shall be marked with their maximum short circuit current rating at the supply voltage and shall be UL listed.

- B. All bussing shall be copper with silver plated connection points. Load connection points shall not exceed a 65°C temperature.
- C. The thru bus shall be drilled and plated to allow for the addition of future sections.
- D. The neutral bus shall be fully rated with bus material to match the main bus. Neutral bus shall be isolated from ground and drilled for field connection to Owner's grounding electrode system.
- E. Finish shall consist of a rust resisting primer and an ANSI 61 light gray final coat.

### **2.3 OVERCURRENT PROTECTIVE DEVICES**

#### **A. Molded Case Circuit Breakers:**

1. Provide distribution and power panelboards as indicated in the panelboard schedule and where shown on the plans. Panelboards shall be equipped with thermal-magnetic, molded case circuit breakers of frame and trip ratings as shown on the schedule. Branch circuit breakers shall be Square "D" FA, KA, LA, MA, NH, PA and/or PC one, two or three pole molded case circuit breakers rated 15 through 2500 amperes, (120 V ac) (240 V ac) (277 V ac) (480 V ac), as specified on the drawings. Breakers shall be standard construction. All circuit breakers shall be UL and CSA listed, IEC 157-1 rated, meet NEMA Standard AB1-1975 and Federal Specification W-C-375B/GEN, when applicable. Molded case circuit breakers shall have over center toggle-type mechanisms, providing quick-make, quick-break action. Breakers shall be calibrated for operation in an ambient temperature of 40°C. Each circuit breaker shall have trip indication by handle position and shall be trip-free. Two and three pole breakers shall be common trip. Each circuit breaker shall have a permanent trip unit containing individual thermal and magnetic trip elements in each pole. Circuit breakers with frame sizes greater than 100 amperes shall have variable magnetic trip elements which are set by a single adjustment (to assure uniform tripping characteristics in each pole). A push-to-trip button shall be provided on the cover from mechanically tripping the circuit breaker. The circuit breaker shall have reverse connection capability and be suitable for mounting and operating in any position.

### **2.4 ACCEPTABLE MANUFACTURERS:**

- A. Square D
- B. General Electric
- C. Cutler-Hammer
- D. Westinghouse

## **PART 3 - EXECUTION**

### **3.1 FACTORY TESTING:**

- A. Test the panelboard after fabrication at the factory as follows:
  1. Simulate all control and relay functions.
  2. Test complete operation of breakers including electric operation.

- B. The Consultant's and the Owner's representative may witness factory tests, and review panelboard operation.
  - 1. Inform the Consultant two weeks prior to tests, and arrange for representatives to be present at the time of tests.
  - 2. The cost of Consultant's and Owner's expenses for the factory visit(s) will not be part of contract price.

**3.2 FIELD TESTS AND TRAINING**

- A. Test new panelboard at the site before acceptance for service in accordance with manufacturer recommendations.
- B. The Panelboard manufacturer shall furnish Owner's personnel operating and maintenance training at the site of the work for one (1) day at completion of construction. Time and date will be selected by Owner.

**3.3 CABLE FEEDERS**

- A. Cable feeders shall be tied to insulated cable supports and neatly formed and laced. Identify cable feeders in cable compartment with laminated nameplates fastened to cable circuits with nylon ties. Nameplates shall identify feeder and destination of feeder; Reference Section 260553 "Identification for Electrical Systems" for further information.

**3.4 INSTALLATION**

- A. Secure each cubicle with a minimum of two 1/2" anchor bolts secured to the concrete pad, or other approved structure.
- B. Provide all necessary bracing, additional anchors, etc. as required to secure panelboard for Seismic zone specified above.
- C. Install panelboard as indicated on the drawings and in accordance with NEC article 384 and NECA standards of installation.
- D. Prior to energizing panelboard verify the following:
  - 1. Proper alignment and level of equipment
  - 2. Proper torque of all bolted connections
  - 3. Proper overcurrent device for load served
  - 4. Proper adjustment and operation of all mechanisms and accessories
- E. Touch up, repair and replace any damaged surfaces and devices.

**END OF SECTION 262413**

## **SECTION 262413.13 - INTEGRATED POWER CENTER**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SECTION INCLUDES**

- A. Furnish and install an integrated solution as specified herein and where shown on the associated schedules and drawings. The lineup is referred to as Power Distribution Unit on the drawings. The lineups shall include:
  - 1. Transformers
  - 2. Integrated Switchboards with Panelboard

#### **1.3 SUBMITTALS**

- A. General: Submit the following in accordance with conditions of contract.
- B. Product Data: Approval documents shall include drawings that contain overall switchboard enclosure dimensions. The location of the main, branches, and solid neutral shall be shown clearly. In addition, the drawing shall illustrate one-line diagrams with applicable voltage systems.
- C. Manufacturer shall provide installation instructions and NEMA Standards Publication PB 1.1 - "Instructions for Safe Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less".
- D. Panelboard manufacturer to provide a complete "Coordination Study" of overcurrent protection with all down-stream overcurrent devices. This coordination study is to advise the contractor of final settings of breaker equipment field adjustments. All submittals will be rejected unless this study is provided at the time of shop drawing review.

#### **1.4 QUALITY ASSURANCE**

- A. Electrical Component Standard: Wiring shall comply with:
  - 1. Adopted Electrical Code
    - a. Where an electrical code is not adopted the latest edition of NFPA 70 "National Electrical Code" shall be used.

- B. **Manufacturer's Qualifications:** Company specializing in assembly of switchboard products with a minimum of twenty-five (25) years documented experience. The company that assembles and provides the integrated equipment enclosure(s) shall be the same company that manufactures the panelboards, circuit breakers and dry type transformers. Panelboards, overcurrent protective devices, components, and accessories shall be from a single source from single manufacturer.
1. **Codes and Standards:**
    - a. UL 50 - Standards for enclosures for electrical equipment
    - b. UL 67 - Standards for panelboards
    - c. UL 489 - Standards for molded-case circuit breakers
    - d. UL 508A - Standards for Industrial Controls
    - e. UL 891 - Standards for switchboards
    - f. NEMA AB 1 - Standards for molded case circuit breakers
    - g. NEMA PB 1 - Standards for panelboards
    - h. NEMA PB 2 - Standards for switchboards
    - i. NFPA 70 - National Electrical Code (NEC) -Switchboards and Panelboards
    - j. Federal Specification W-P-115C - Type I Class 1
    - k. Federal Specification W-C-375B/Gen - Circuit Breakers, Molded Case, Branch Circuit and Service.
    - l. IBC - International Building Code - Seismic compliance requirements
    - m. NFPA 5000 - NFPA Building Code - Seismic compliance requirements
    - n. ASCE 7 - American Society of Civil Engineers, Minimum Design Loads for Buildings and Other Structures - Seismic compliance requirements
    - o. ICC ES AC156 - International Code Council Evaluation Services Acceptance Criteria for Seismic Qualification by Shake-Table Testing of Nonstructural Components and Systems - seismic testing protocol.

**1.5 FIELD CONDITIONS**

- A. **Environmental Limitations:** Rate equipment for continuous operation under the following conditions unless otherwise indicated:
1. Ambient Temperature: Not less than minus 22 degrees F and not exceeding 104 degrees F.
  2. Altitude: Not exceeding 3,300 feet.

**1.6 COORDINATION**

- A. Contractor shall be responsible for coordinating final dimensions and locations of APPROVED panelboards, transformers, and switchboards for the installation of concrete pads. Concrete pads, reinforcement, etc. are specified in Division 3.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide panelboard products of one of the following (for each type and rating of panelboard and enclosure):
  - 1. Eaton Corporation
  - 2. General Electric Company
  - 3. Square D
    - a. Panelboards shall be the same manufacturer as other distribution equipment.

### **2.2 GENERAL REQUIREMENTS**

- A. The Integrated Power Center specified herein is referred to as Power Distribution Units (PDU's) on the drawings.
- B. The assembly shall be rated to withstand mechanical forces exerted during short circuit conditions when connected to a power source having an available fault current and rated voltage, as shown on schedules.
- C. The short circuit current rating of any section shall be limited to the lowest short circuit rating or series connected rating of any installed device in the section.
- D. UL listed series ratings shall be made available upon request.
- E. The equipment shall be suitable for and certified to meet applicable seismic requirements of the International Building Code (IBC), 2012 ICC Edition and ASCE 7-02, or later, for the site-specific location. Guidelines for the installation shall be provided by the equipment manufacture and based on testing of representative equipment. Equipment capacity shall be determined from tri-axial seismic shake table results as defined in ICC ES AC 156
- F. Bus bars shall be constructed of 98% copper. Main horizontal bus bars shall be mounted with all three phases arranged in the same vertical plane. Bus sizing shall be based on NEMA standard temperature rise criteria of 65° C over a 40° C ambient (outside the enclosure).
- G. Neutral bus shall be rated for 100% of phase bus rating. Provide suitable lugs for outgoing feeders requiring neutral connections.
- H. A copper ground bus (minimum 1/4 x 2 inch), shall be furnished firmly secured to each vertical section structure and shall extend the entire length of the switchboard.
- I. Where indicated on the drawings provide an insulated grounding bar for branch-circuit isolated ground conductors.
- J. All hardware used on conductors shall be high-tensile strength and zinc-plated. All bus joints shall be provided with conical spring-type washers.

## K. Enclosure:

1. Each lineup shall consist of the required number of vertical sections bolted together to form a rigid assembly.
2. All sections of the lineup shall be rear aligned and shall be front-accessible.
3. Enclosures shall have brushed and/or ANSI 49 gray enamel electrodeposited paint finish.
  - a. All sections shall be aluminum except for those with transformers.
4. Enclosure Depths
  - a. NEMA Type 3R panel, contactor, BMS, third party equipment space sections shall be 16" or 14" deep as required.
5. Enclosure Height
  - a. All panel, contactor, BMS, third party equipment space sections shall be 84" high maximum. When enclosure extensions are required these sections shall be 91" maximum
  - b. Transformer Assembly sections shall be 91.5" high maximum as standard.
6. Single section shipping splits shall be 48 in. wide maximum.
7. Multiple section shipping splits shall be 88 in. wide maximum.

## L. Enclosure Construction:

1. Trim front shall meet strength and rigidity requirements of applicable UL standards.
2. Each section shall have a full height hinged door with a three-point latch.
3. The latch shall have a cylindrical tumbler type keyed lock.
4. Each latch shall also have Lock-out Tag-out provisions
5. All lock assemblies shall be keyed alike. One (1) key shall be provided with each lock.
6. Full height door shall have lift off hinges to facilitate maintenance.
7. Directory cardholder with typed circuit directory shall be included with each panel interior.
8. The manufacture shall provide a hinged door with a [quarter-turn latch] or [lockable latch] over the deadfront of each panelboard interior.

## M. Short-circuit ratings shall be determined from the Coordination Study. Short-circuit rating shall be a minimum of 10,000AIC for 208V systems and 14,000AIC for 480V.

1. Available Fault Current values shall be as provided by the electric utility.
2. Where "Space", "Space Only" or another indication in the panel schedule is shown to reflect a future device, provide the proper bus connection, mounting brackets, blank plates so a future device can be installed.
3. Panelboards shall be fully rated unless otherwise indicated on the plans.

**2.3 WIRING/TERMINATION**

## A. Factory installed type THHN power cables shall electrically connect the power panel interiors, lighting and appliance panel interiors and transformers in the lineup.



- B. Wire markers shall be provided at each end of the control wiring for lighting contactors and Terminal blocks shall be clearly labeled.
- C. When shipping splits are required, power cables shall be cut to length, stripped, labeled and rolled back in one of the adjacent enclosures. Control cables that bridge shipping splits shall be provided with male/female connectors.
- D. Small wiring, necessary fuse blocks and terminal blocks within the switchboard shall be furnished as required. Control components mounted within the assembly, such as fuse blocks, relays, pushbuttons, switches, etc., shall be suitably marked for identification corresponding to appropriate designations on manufacturer's wiring diagrams.
- E. Mechanical-type terminals shall be provided for all line and load terminations suitable for copper or aluminum cable rated for 75 degrees C of the size as indicated on the drawings.
- F. All connectors shall be suitable for both aluminum and copper conductors.
- G. All connections shall be mechanical type (No compression type connections).
- H. Lugs shall be provided in the incoming line section for connection of the main grounding conductor. Additional lugs for connection of other grounding conductors shall be provided as indicated on the drawings.
- I. All control wire shall be type SIS, bundled and secured with nylon ties. Insulated locking spade terminals shall be provided for all control connections, except where saddle type terminals are provided integral to a device. All current transformer secondary leads shall first be connected to conveniently accessible short-circuit terminal blocks before connecting to any other device. All groups of control wires leaving the switchboard shall be provided with terminal blocks with suitable numbering strips. Provide wire markers at each end of all control wiring.
- J. The distribution panel and/or switchboard manufacturer shall wire all panelboards from the associated feeder breaker (in the Main section of the switchboard) to the panelboards and/or transformers as shown on drawings. This wiring be installed in the factory and shall not installed in the field.

## **2.4 PANEL INTERIORS**

- A. Panel interiors shall be flush mounted with the front of the enclosure to allow easy access to line and/or load conductor's entering/exiting top or bottom. Recessing the panel interior more than 3 inches from the front of the enclosure will not be acceptable.

## **2.5 CIRCUIT BREAKERS**

- A. Refer to 262413 – LOW VOLTAGE DISTRIBUTION PANELBOARDS section for additional information.

## **2.6 INTEGRATED TRANSFORMERS**

- A. Shall be Non-Linear, dry type transformer(s).
- B. Transformer coils shall be aluminum wound construction and shall be impregnated with non-hygroscopic thermosetting varnish.
- C. Transformers shall have electrostatic shield
- D. Transformer(s) shall be factory installed in a common freestanding enclosure as shown on the associated drawings.
- E. Transformers kVA rating as specified on the drawings.
- F. Fan cooled transformers will not be allowed.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION OF PANELBOARDS**

- A. The Contractors shall install all equipment per the manufacturer's instructions, contract drawings and adopted electrical code.
- B. The assembly shall be provided with adequate lifting means and shall be capable of being moved into installation position and bolted directly to the floor without the use of floor sills provided the floor is level to 1/8 inch per 3-foot distance in any direction. All necessary hardware to secure the assembly in place shall be provided by the Contractor.
- C. Provide and affix typewritten directory to inside cover of panelboard indicating loads controlled by each circuit.
- D. Install the Integrated Power Center in accordance with manufacturer's written instructions, NEMA PB 2.1 "Proper Handling, Installation, Operation and Maintenance of Deadfront Switchboards Rated 600 volts or Less" and NEC standards.
- E. Every circuit and circuit modification shall be legibly identified in a circuit directory. Circuit directory shall be neatly typed and mounted on the inside of door, designating the room numbers, outlets, lights, receptacles and motors served by each branch circuit. Room numbers shown on the plans and panelboard schedules are the design room numbers. Room numbers typed into the circuit directory are to be Actual Room numbers used in building. Verify numbers with Architect.
- F. All panelboards shall be field marked to warn qualified persons of potential electric arc flash hazard. Marking shall be located so as to be clearly visible to qualified persons before examination, adjusting, servicing or maintenance of equipment. Marking shall be self-adhesive, commercial label conforming to adopted electrical code and A.N.S.I. Z535.4 as manufactured by Ideal or approved equal.

### **3.2 ADJUST AND CLEAN**

- A. Contractor to clean inside of all enclosures prior to pulling conductors and installing interior components of panelboards.
- B. Inspect circuit-breaker-operating mechanisms for malfunctioning and, where necessary, adjust unit for free mechanical movement.
- C. Upon completion of installation, inspect interiors and exteriors of accessible components. Remove paint splatters and other spots, dirt, and construction debris. Touch up scratches and mars of finish to match original finish.

### **3.3 GROUNDING**

- A. Provide equipment grounding connections for panelboards as indicated. Tighten connections to comply with tightening torques specified in UL Stds. 486A and B to assure permanent and effective grounds.

### **3.4 FIELD QUALITY CONTROL**

- A. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification.
- B. Prior to energizing of overcurrent protective devices, test devices for continuity of circuitry and for short-circuits. Correct malfunctioning units, and then demonstrate compliance with requirements.
- C. Prior to energizing of panelboards, check with ground resistance tester phase-to-phase and phase-to-ground insulation resistance levels to ensure requirements are fulfilled.
- D. Prior to energizing, check panelboards for electrical continuity of circuits, and for short-circuits.
- E. Subsequent to wire and cable hook-ups, energize panelboards and demonstrate functioning in accordance with requirements. Where necessary, correct malfunctioning units, and then retest to demonstrate compliance.
- F. Perform the following infrared scan tests and inspections and prepare reports:
  - 1. Infrared Scanning: Perform an infrared scan of each panelboard after Substantial Completion, but not more than 60 days after Final Acceptance.

### **3.5 FACTORY TESTING**

- A. The following standard factory tests shall be performed on the equipment provided under this section. All tests shall be in accordance with the latest version of ANSI and NEMA standards:

1. The switchboard shall be completely assembled, wired, adjusted, and tested at the factory. After assembly, the complete switchboard will be tested for operation under simulated service conditions to assure the accuracy of the wiring and the functioning of all equipment. The main circuits shall be given a dielectric test of 2200 volts for one (1) minute between live parts and ground, and between opposite polarities. The wiring and control circuits shall be given a dielectric test of 1500 volts for one (1) minute between live parts and ground.
- B. The manufacturer shall provide three (3) certified copies of factory test reports.

### **3.6 MANUFACTURER'S CERTIFICATION**

- A. A certified test report of all standard production tests shall be available to the Engineer upon request.

### **3.7 FIELD QUALITY CONTROL**

- A. Inspect complete installation for physical damage, proper alignment, anchorage, and grounding.
1. Check tightness of bolted connections and circuit breaker connections using calibrated torque wrench or torque screwdriver per manufacturer's written specifications

**END OF SECTION 262413.13**

## **SECTION 262720 - RV PEDESTAL**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes the following:
  - 1. Integral Receptacles, receptacles with integral GFCI, and associated device plates.
  - 2. Pedestal mounted RV hookup enclosure with in-use flip open cover, NEMA 3R enclosure.
- B. See Division 26 Section 262413 "Low Voltage Distribution Panelboards" for parts within RV pedestal that correspond to bussing, circuit breakers, etc.

#### **1.2 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Samples: One for each type of device and wall plate specified, in each color specified.
- D. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.

#### **1.3 QUALITY ASSURANCE**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

### **PART 2 - PRODUCTS**

#### **2.1 MANUFACTURERS**

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
  - 1. Eaton/ Cutler Hammer
  - 2. Millbank
  - 3. Midwest Electrical Products
  - 4. General Electric
  - 5. Wiring Devices:
    - a. Cooper Wiring Devices
    - b. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
    - c. Leviton Mfg. Company Inc. (Leviton).
    - d. Pass & Seymour/Legrand; Wiring Devices & Accessories (Pass & Seymour).

## **2.2 RV PEDESTALS**

- A. See on-drawing schedule for model/make and accessories.
- B. Installation of pedestal to closely following on-drawing details and manufacturer guidelines.
  - 1. Provide in-grade sleeve for installation per details
  - 2. Stainless steel stand option with bolt down base.
- C. The amperage of the RV pedestal bussing shall be 200 amps, 22 kAIC, due to configuration of loop feeds. Each set of main lugs shall be loop fed style lugs (in/out).
- D. All enclosures shall be weathertight NEMA 3R.
- E. NO LIGHT TO BE PROVIDED WITH PEDESTAL.
- F. Housing shall be resin / epoxy with guarantee of no rusting.
  - 1. Lifetime warranty with housing.
- G. Provide loop-feed 3/8" mechanical busbars that can accept to #350 AWG wire.
- H. 60" direct sleeve burial stand.
- I. UL listing.
- J. Breakers and wiring outlets per on-drawing details and notes. As basis, include the following:
  - 1. 1 – 50 amp, 250V outlet with 50 amp circuit breaker (2 pole)
  - 2. 1 – 30 amp, 250V outlet with 30 amp circuit breaker (2 pole)
  - 3. 1 – 20 amp, 120V outlet (convenience, custom option) with standard 20 amp, 1-pole circuit breaker.

## **2.3 BUSSING AND BREAKERS**

- A. See related specification sections for panelboards which shall be similar to bussing, isolation, and bolt-on style of breakers.

## **2.4 INDUSTRIAL HEAVY DUTY RECEPTACLES**

- A. Provide pin and sleeve design receptacles conforming to UL 498. Comply with UL 1010 where installed in hazardous locations. Provide features indicated.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

- A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted
- B. Conform to panelboard installation techniques from 262413 section.
- C. Coordination with Other Trades:
  - 1. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.

D. Conductors:

1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
4. Existing Conductors:
  - a. Cut back and pigtail, or replace all damaged conductors.
  - b. Straighten conductors that remain and remove corrosion and foreign matter.
  - c. Pigtailling existing conductors is permitted provided the outlet box is large enough.

E. Device Installation:

1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, 2/3 to 3/4 of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by the manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.

F. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the right.

G. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

H. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

**END OF SECTION 262726**

## **SECTION 264313 - SURGE PROTECTIVE DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Type 2 surge protective devices.
  - 2. Enclosures.
  - 3. Conductors and cables.
- B. Related Requirements:

#### **1.2 DEFINITIONS**

- A. In: Nominal discharge current.
- B. Maximum Continuous Operating Voltage (MCOV): The maximum designated RMS value of the power frequency voltage that may be continuously applied to the mode of protection of an SPD.
- C. Metal-Oxide Varistor (MOV): An electronic component with a significant bidirectional, nonlinear current-voltage characteristic.
- D. Mode(s), Modes of Protection, or Protection Modes: Electrical paths where the SPD offers defense against transient overvoltages. Examples include: line to neutral (L-N), line to ground (L-G), line to line (L-L), and neutral to ground (N-G).
- E. SCCR: Short-circuit current rating.
- F. Type 1 SPDs: Permanently connected SPDs intended for installation between the secondary of the service transformer and the line side of the service disconnect overcurrent device.
- G. Type 2 SPDs: Permanently connected SPDs intended for installation on the load side of the service disconnect overcurrent device, including SPDs located at the branch panel.
- H. Type 3 SPDs: Point of utilization SPDs.
- I. Type 4 SPDs: Component SPDs, including discrete components, as well as assemblies.
- J. Type 5 SPDs: Discrete component surge suppressors, such as MOVs that may be mounted on a printed wiring board, connected by its leads or provided within an enclosure with mounting means and wiring terminations.



- K. Voltage Protection Rating (VPR): A rating selected from UL 1449 list of preferred values assigned to each mode of protection.

### **1.3 ACTION SUBMITTALS**

#### **A. Product Data:**

- 1. For each type of product.
  - a. Include electrical characteristics, specialties, and accessories for SPDs.
  - b. Certification of compliance with UL 1449, Third Edition by qualified electrical testing laboratory recognized by authorities having jurisdiction including the following information:
    - 1) Tested values for VPRs.
    - 2) In ratings.
    - 3) MCOV, type designations.
    - 4) OCPD requirements.
    - 5) Manufacturer's model number.
    - 6) System voltage.
    - 7) Modes of protection.

#### **B. Field quality-control reports.**

### **1.4 WARRANTY**

- A. Manufacturer Warranty: Manufacturer warrants that SPDs perform in accordance with specified requirements and agrees to provide repair or replacement of SPDs that fail to perform as specified within extended warranty period.
  - 1. Warranty Period: Five (5) year(s) from date of Substantial Completion, for labor, materials, and equipment.

## **PART 2 - PRODUCTS**

### **2.1 TYPE 2 SURGE PROTECTIVE DEVICES (SPDs)**

- A. Manufacturers: Subject to compliance with requirements, provide products by the following]:
  - 1. ABB (Electrification Products Division).
  - 2. Advanced Protection Technologies Inc. (APT).
  - 3. ALLTEC.
  - 4. Citel, Inc.
  - 5. Eaton.
  - 6. Leviton Manufacturing Co., Inc.

7. Liebert; a brand of Vertiv.
8. Mersen USA.
9. Schneider Electric USA, Inc.
10. SSI, an ILSCO Company.

B. Source Limitations: Obtain devices from single source from single manufacturer.

C. General Characteristics:

1. Reference Standards: UL 1449, Third Edition, Type 2.
2. MCOV: Not less than 125 percent of nominal system voltage for 208Y/120 V power systems, and not less than 115 percent of nominal system voltage for 480Y/277 V power systems.
3. Service Entrance Location: Peak Surge Current Rating: Minimum single pulse surge current withstand rating per phase must not be less than 200 kA. Peak surge current rating must be arithmetic sum of the ratings of individual MOVs in a given mode.
4. Branch Panel Location: Peak Surge Current Rating: Minimum single-pulse surge current withstand rating per phase must not be less than 100 kA/ Peak surge current rating must be arithmetic sum of the ratings of individual MOVs in a given mode.
5. Ten distinct protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V 208Y/120 V, three-phase, four-wire circuits must not exceed the following:
  - a. Line to Neutral: 1200 V for 480Y/277 V 700 V for 208Y/120 V.
  - b. Line to Ground: 1200 V for 480Y/277 V 700 V for 208Y/120 V.
  - c. Neutral to Ground: 1200 V for 480Y/277 V 700 V for 208Y/120 V.
  - d. Line to Line: 2000 V for 480Y/277 V 1200 V for 208Y/120 V.
6. Six distinct protection modes and UL 1449 VPR for 240/120 V, single-phase, three-wire circuits must not exceed the following:
  - a. Line to Neutral: 700 V.
  - b. Line to Ground: 700 V.
  - c. Neutral to Ground: 700 V.
  - d. Line to Line: 1200 V.
7. SCCR: Equal or exceed 100 kA.
8. In Rating: 10 kA.

D. Options:

1. Include LED indicator lights for power and protection status.
2. Include internal thermal protection that disconnects the SPD before damaging internal suppressor components.
3. Include surge counter.

## **2.2 ENCLOSURES**

- A. Integral to equipment as indicated on the drawings.
- B. Outdoor Enclosures: Type 3R.

## **2.3 CONDUCTORS AND CABLES**

- A. Power Wiring: Same size as SPD leads.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

- A. Provide OCPD and disconnect for installation of SPD in accordance with UL 1449 and manufacturer's instructions.
- B. Install leads between disconnects and SPDs short, straight, twisted, and in accordance with manufacturer's instructions.
  - 1. Do not splice and extend SPD leads unless specifically permitted by manufacturer.
  - 2. Do not exceed manufacturer's recommended lead length.
  - 3. Do not bond neutral and ground.
- C. Use crimped connectors and splices only. Wire nuts are unacceptable.

### **3.2 STARTUP SERVICE**

- A. Complete startup checks in accordance with manufacturer's instructions.
- B. Do not perform insulation-resistance tests of the distribution wiring equipment with SPDs installed. Disconnect SPDs before conducting insulation-resistance tests; reconnect them immediately after the testing is over.
- C. Energize SPDs after power system has been energized, stabilized, and tested.

**END OF SECTION 264313**

## **SECTION 311000 - SITE CLEARING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Protecting existing vegetation to remain.
  - 2. Removing existing vegetation.
  - 3. Clearing and grubbing.
  - 4. Stripping and stockpiling topsoil.
  - 5. Removing above- and below-grade site improvements.
  - 6. Disconnecting, capping or sealing, and removing site utilities.
  - 7. Temporary erosion- and sedimentation-control measures.
- B. Related Sections:
  - 1. Section 015500 "Construction Facilities and Temporary Controls" for temporary controls, utilities, and support facilities; also for temporary site fencing if not in another Section.

#### **1.3 DEFINITIONS**

- A. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil shall be a well-graded soil of good uniform quality. It shall be a natural, friable soil representative of productive soils in the vicinity. Topsoil shall be free of admixture of subsoil, foreign matter, objects larger than one inch in any dimension, toxic substances, weeds and any material or substances that may be harmful to plant growth and shall have a pH value of not less than 5.0 nor more than 7.5. The Contractor shall submit an analysis of soils along with samples for approval by the Landscape Architect.
- D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.
- E. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and indicated on Drawings.
- F. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

#### **1.4 MATERIAL OWNERSHIP**

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

#### **1.5 INFORMATIONAL SUBMITTALS**

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
  - 1. Use sufficiently detailed photographs or videotape.
  - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
- B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

#### **1.6 PROJECT CONDITIONS**

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
  - 1. Do not proceed with work on adjoining property until directed by Engineer.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises.
- D. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- F. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Do not direct vehicle or equipment exhaust towards protection zones.
- H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- I. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
  - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain. Flag each tree trunk at 54 inches (1372 mm) above the ground.
- C. Protect existing site improvements to remain from damage during construction.
- D. Restore damaged improvements to their original condition, as acceptable to Owner.

### **3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL**

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings, Storm Water Pollution Prevention Plan (SWPPP), and Missouri Department of Natural Resources. It shall be the responsibility of the Contractor to implement, monitor, and amend the SWPPP per the requirements of the SWPPP.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

### **3.3 TREE PROTECTION**

- A. Mark and identify drip line of individual trees or around perimeter drip line of groups of trees to remain. Remove fence when construction is complete.
  - 1. Do not store construction materials, debris, or excavated material within fenced area.
  - 2. Do not permit vehicles, equipment, or foot traffic within fenced area.
  - 3. Maintain fenced area free of weeds and trash.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
  - 1. Cover exposed roots with burlap and water regularly.
  - 2. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.

3. Coat cut faces of roots more than 1-1/2 inches in diameter with an emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
  4. Cover exposed roots with wet burlap to prevent roots from drying out. Backfill with soil as soon as possible.
- D. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Owner.
1. Replace trees that cannot be repaired and restored to full-growth status, as determined by Landscape Engineer.

### **3.4 EXISTING UTILITIES**

- A. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed.
  1. Arrange with utility companies to shut off indicated utilities.
- C. Locate, identify, and disconnect utilities indicated to be abandoned in place.
- D. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  1. Notify Engineer not less than 14 days in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without Engineer's written permission.
- E. Excavate for and remove underground utilities indicated to be removed.
- F. Removal of underground utilities is included in earthwork sections.

### **3.5 CLEARING AND GRUBBING**

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
- B.
  1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
  2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
  3. Completely remove stumps roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
  4. Use only hand methods for grubbing within tree protection zone.
  5. Contractor shall be responsible for removal of cleared/grubbed material. If material is to be burned onsite, Contractor shall obtain any required permits necessary by the AHJ.
- C. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
- D. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground

### **3.6 TOPSOIL STRIPPING**

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; trash, debris, weeds, roots, and other waste materials.

- D. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
  - 1. Limit height of topsoil stockpiles to 72 inches (1800 mm).
  - 2. Do not stockpile topsoil within protection zones.
  - 3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be reused.

**3.7 SITE IMPROVEMENTS**

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
- C. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically

**3.8 EXISTING STRUCTURES**

- A. Removals of existing structure shall include all vertical elements, slabs, foundations, retaining walls, and misc. underground utilities. In areas where proposed finish grades will not revise existing grades, contractor shall re-grade such areas to provide positive drainage in the direction of normal storm water flow.

**3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

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

**END OF SECTION 311000**



## **SECTION 312000 - EARTH MOVING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

A. Section Includes:

1. Preparing subgrades for slabs-on-grade, walks, & pavements.
2. Excavating and backfilling for buildings and structures.
3. Subbase course for concrete walks & pavements.
4. Subbase course and base course for asphalt paving.
5. Subsurface drainage backfill for walls and trenches.
6. Excavating and backfilling trenches for utilities and pits for buried utility structures.

B. Related Sections:

1. Section 015500 "Construction Facilities and Temporary Controls" for temporary controls, utilities, and support facilities; also for temporary site fencing if not in another Section.
2. Section 311000 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
3. Section 312319 "Dewatering" for lowering and disposing of ground water during construction.
4. Section 329200 "Turf Seeding" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.

#### **1.3 MEASUREMENT AND PAYMENT**

- A. There are no unit prices or allowances for any Earth Moving operations in this project.
- B. The Earth Moving lump sum amount shall include all excavation, hauling, placement of earthwork, staging/stockpiling, backfilling, compacting fill, and grading.
- C. Suitable material for the top 18" of earth subgrade shall be entirely imperishable soil. Where rubbery conditions exist at the time the aggregate surface is to be placed, the Contractor shall rework or remove such material as directed by the Engineer and replace it with a suitable subgrade material compacted in accordance with these specifications. All rework or removal and replacement shall be **SUBSIDIARY** to Earth Moving.
- D. Compacting in Cut, will not be paid for separately and shall be considered **SUBSIDIARY** to Earth Moving.
- E. Hauling, stockpiling, and transportation costs for earthwork materials are **SUBSIDIARY** to Earth Moving.
- F. Rock removal shall be **SUBSIDIARY** to Earth Moving.
- G. The backfill requirements of the utility pipe and storm pipe (Aggregate and soil) shall be **SUBSIDIARY** to Earth Moving.

- H. No claim for extra work will be considered after excavation operations have commenced on the project.
- I. No field measurement will be made for Earth Moving.
- J. No measurement will be made of the amount of excavation, fill, compaction or borrow will be made. It is the responsibility of the Contractor to appraise the site and it's Fill/Backfill to determine the amount of borrow will be required to complete the project.
- K. No material excavated from the project shall be deposited within any "floodway" or "floodplain" as defined by the FEMA Flood Insurance Maps unless a permit to do so has been obtained. These maps are available for review at the offices of the Engineer.

#### 1.4 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- D. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
  - 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
  - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- F. Fill: Soil materials used to raise existing grades.
- G. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
  - 1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch- (1065-mm-) wide, maximum, short-tip-radius rock bucket; rated at not less than 138-hp (103-kW) flywheel power with bucket-curling force of not less than 28,700 lbf (128 kN) and stick-crowd force of not less than 18,400 lbf (82 kN) with extra-long reach boom; measured according to SAE J-1179.
  - 2. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 230-hp (172-kW) flywheel power and developing a minimum of 47,992-lbf (213.3-kN) breakout force with a general-purpose bare bucket; measured according to SAE J-732.

- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

## **1.5 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
  - 1. Classification according to ASTM D 2487.
  - 2. Laboratory compaction curve according to ASTM D 698.
- C. Blasting plan approved by authorities having jurisdiction (only if blasting is planned for rock removal).
  - 1. Seismic survey report from seismic survey agency (only if blasting is planned for rock removal).
- D. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

## **1.6 QUALITY ASSURANCE**

- A. Blasting: Comply with applicable requirements in NFPA 495, "Explosive Materials Code," and prepare a blasting plan reporting the following:
  - B.
    - 1. Types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
    - 2. Seismographic monitoring during blasting operations.
- C. Seismic Survey Agency: An independent testing agency, acceptable to authorities having jurisdiction, experienced in seismic surveys and blasting procedures to perform the following services:
  - 1. Report types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
  - 2. Seismographic monitoring during blasting operations.

- D. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- E. Preexcavation Conference: Conduct conference at Project site.

## **1.7 PROJECT CONDITIONS**

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
  - 1. Do not proceed with work on adjoining property until directed by Owner.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.
- D. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Section 311000 "Site Clearing," are in place.
- E. Do not commence earth moving operations until tree/plant-protection measures specified in Section 311000 "Site Clearing" are in place.
- F. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Do not direct vehicle or equipment exhaust towards protection zones.
- H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

## **PART 2 - PRODUCTS**

### **2.1 SOIL MATERIALS**

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
  - 1. Should borrow soils material come from off-site property, the Contractor shall assume all responsibility to obtain certification that the site(s) are in compliance with the National Environmental Policy Act and all related applicable Federal and State Laws and

regulations. There will be no modification to the time or the cost of the contract for obtaining required certifications.

- B. Satisfactory Soils: As identified in the Geotechnical Report
- C. Unsuitable Soils: As identified in the Geotechnical Report
  - 1. Unsuitable soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Shall conform to Missouri Department of Transportation (MODot) Type 5 crushed limestone aggregate.
- E. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- G. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.
- H. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25-mm) sieve and 0 to 5 percent passing a No. 4 (4.75-mm) sieve.
- I. Sand: ASTM C 33; fine aggregate.
- J. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

## 2.2 CONTROLLED LOW-STRENGTH MATERIAL

- A. Controlled Low-Strength Material: Self-compacting[, low-density], flowable concrete material produced from the following:
  - 1. Portland Cement: ASTM C 150, Type I.
  - 2. Fly Ash: ASTM C 618, Class C or F.
  - 3. Normal-Weight Aggregate: ASTM C 33, 3/8-inch nominal maximum aggregate size.
  - 4. Foaming Agent: ASTM C 869.
  - 5. Water: ASTM C 94/C 94M.
  - 6. Air-Entraining Admixture: ASTM C 260.
- B. Produce low-density, controlled low-strength material with the following physical properties:
  - 1. As-Cast Unit Weight: 30 to 36 lb/cu. ft. at point of placement, when tested according to ASTM C 138/C 138M.
  - 2. Compressive Strength: 80 psi (550 kPa), when tested according to ASTM C 495.
- C. Produce conventional-weight, controlled low-strength material with 80-psi compressive strength when tested according to ASTM C 495.

## **2.3 ACCESSORIES**

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:
1. Red: Electric.
  2. Yellow: Gas, oil, steam, and dangerous materials.
  3. Orange: Telephone and other communications.
  4. Blue: Water systems.
  5. Green: Sewer systems.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.
- D. Prior to placing fill exposed subgrades shall be scarified to a depth of 12 inches, moisture-conditioned and compacted as identified within this Specification Section.

### **3.2 DEWATERING**

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

### **3.3 EXPLOSIVES**

- A. Explosives: Obtain written permission from authorities having jurisdiction before bringing explosives to Project site or using explosives on Project site.
1. Perform blasting without damaging adjacent structures, property, or site improvements.
  2. Perform blasting without weakening the bearing capacity of rock subgrade and with the least-practicable disturbance to rock to remain.

### **3.4 EXCAVATION, GENERAL**

- A. All excavation is Unclassified.

### **3.5 EXCAVATION FOR STRUCTURES**

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
- B. Excavations at Edges of Tree- and Plant-Protection Zones:
  - 1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
  - 2. Cut and protect roots according to requirements in Section 311000 "Site Clearing."

### **3.6 EXCAVATION FOR WALKS AND PAVEMENTS**

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

### **3.7 EXCAVATION FOR UTILITY TRENCHES**

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
  - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit unless otherwise indicated.
  - 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
  - 1. For pipes and conduit less than 6 inches (150 mm) in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
  - 2. For pipes and conduit 6 inches (150 mm) or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.

3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
  4. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trench Bottoms: Excavate trenches 4 inches (100 mm) deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
1. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- E. Trenches in Tree- and Plant-Protection Zones:
1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
  2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
  3. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

### **3.8 SUBGRADE INSPECTION**

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsuitable soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 25 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  1. Proof-roll shall be completed within two days of final surfacing. Should
  2. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph (5 km/h).
  3. Excavate soft spots, unsuitable soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

### **3.9 UNAUTHORIZED EXCAVATION**

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi (17.2 MPa), may be used when approved by Engineer.



1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

### **3.10 STORAGE OF SOIL MATERIALS**

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

### **3.11 BACKFILL**

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
  2. Surveying locations of underground utilities for Record Documents.
  3. Testing and inspecting underground utilities.
  4. Removing concrete formwork.
  5. Removing trash and debris.
  6. Removing temporary shoring and bracing, and sheeting.
  7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

### **3.12 UTILITY TRENCH BACKFILL**

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 033000 "Cast-in-Place Concrete."
- D. Trenches under Roadways: Provide 4-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course. Concrete is specified in Section 033000 "Cast-in-Place Concrete."
- E. Backfill voids with satisfactory soil while removing shoring and bracing.
- F. Place and compact initial backfill in accordance with the plans, to a height of 12 inches (300 mm) over the pipe or conduit.
  1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

- G. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches (300 mm) over the pipe or conduit. Coordinate backfilling with utilities testing.
- H. Place and compact final backfill of (refer to the plans for backfill material requirements) to final subgrade elevation.
- I. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.
- J. Install warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

### **3.13 SOIL FILL**

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

### **3.14 SOIL MOISTURE CONTROL**

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

### **3.15 COMPACTION OF SOIL BACKFILLS AND FILLS**

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
  - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill soil material at 95 percent.

2. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 95 percent.
3. Under turf or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 85 percent.
4. For utility trenches, compact each layer of initial and final backfill soil material at 90 percent.

### **3.16 GRADING**

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  1. Provide a smooth transition between adjacent existing grades and new grades.
  2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  1. Turf or Unpaved Areas: Plus or minus 1 inch.
  2. Walks: Plus or minus 1 inch.
  3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot (3-m) straightedge.

### **3.17 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS**

- A. Place subbase course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course under pavements and walks as follows:
  1. Shape subbase course to required crown elevations and cross-slope grades.
  2. Place subbase course 6 inches (150 mm) or less in compacted thickness in a single layer.
  3. Place subbase course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
  4. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.
- C. Pavement Shoulders: Place shoulders along edges of subbase course to prevent lateral movement. Construct shoulders, at least 12 inches (300 mm) wide, of satisfactory soil materials and compact simultaneously with each subbase layer to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

### 3.18 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
  - 1. Place drainage course 6 inches (150 mm) or less in compacted thickness in a single layer.
  - 2. Place drainage course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
  - 3. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

### 3.19 FIELD QUALITY CONTROL

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

### 3.20 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### **3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

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

**END OF SECTION 312000**

## **SECTION 312319 - DEWATERING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes construction dewatering.
- B. Related Requirements:
  - 1. Section 312000 "Earth Moving" for excavating, backfilling, site grading, and controlling surface-water runoff and ponding.

#### **1.3 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Verify availability of Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 2. Review condition of site to be dewatered including coordination with temporary erosion-control measures and temporary controls and protections.
  - 3. Review geotechnical report.
  - 4. Review proposed site clearing and excavations.
  - 5. Review existing utilities and subsurface conditions.
  - 6. Review observation and monitoring of dewatering system.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For Installer.
- B. Field quality-control reports.
- C. Existing Conditions: Using photographs, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by dewatering operations. Submit before Work begins.
- D. Record Drawings: Identify locations and depths of capped wells and well points and other abandoned-in-place dewatering equipment.

## **1.5 QUALITY ASSURANCE**

- A. Installer Qualifications: An experienced installer that has specialized in design of dewatering systems and dewatering work.

## **1.6 FIELD CONDITIONS**

- A. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from this data.
  - 1. Make additional test borings and conduct other exploratory operations necessary for dewatering according to the performance requirements.
  - 2. The geotechnical report is included elsewhere in Project Manual.
- B. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
  - 1. Design dewatering system, including comprehensive engineering analysis by a qualified professional engineer.
  - 2. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.
  - 3. Prevent surface water from entering excavations by grading, dikes, or other means.
  - 4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
  - 5. Remove dewatering system when no longer required for construction.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning dewatering. Comply with water- and debris-disposal regulations of authorities having jurisdiction.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
  - 1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.
  - 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Provide temporary grading to facilitate dewatering and control of surface water.
- D. Protect and maintain temporary erosion and sedimentation controls, which are specified in Section 311000 "Site Clearing," during dewatering operations.

### **3.2 INSTALLATION**

- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
  - 1. Space well points or wells at intervals required to provide sufficient dewatering.
  - 2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.
- B. Place dewatering system into operation to lower water to specified levels before excavating below ground-water level.
- C. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.
- D. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails.

### **3.3 OPERATION**

- A. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.



- B. Operate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
  - 1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
  - 2. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
  - 3. Maintain piezometric water level a minimum of 24 inches (600 mm) bottom of excavation.
- C. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.
- D. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches (900 mm) below overlying construction.

### **3.4 FIELD QUALITY CONTROL**

- A. Observation Wells: Provide observation wells or piezometers, take measurements, and maintain at least the minimum number indicated; additional observation wells may be required by authorities having jurisdiction.
  - 1. Observe and record daily elevation of ground water and piezometric water levels in observation wells.
  - 2. Repair or replace, within 24 hours, observation wells that become inactive, damaged, or destroyed. In areas where observation wells are not functioning properly, suspend construction activities until reliable observations can be made. Add or remove water from observation-well risers to demonstrate that observation wells are functioning properly.
  - 3. Fill observation wells, remove piezometers, and fill holes when dewatering is completed.
- B. Survey-Work Benchmarks: Resurvey benchmarks monthly during dewatering and maintain an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Engineer if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.
- C. Provide continual observation to ensure that subsurface soils are not being removed by the dewatering operation.
- D. Prepare reports of observations.

### **3.5 PROTECTION**

- A. Protect and maintain dewatering system during dewatering operations.
- B. Promptly repair damages to adjacent facilities caused by dewatering.

**END OF SECTION 312319**

## **SECTION 321216 - ASPHALT PAVING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

A. Section Includes:

1. Cold milling of existing asphalt pavement.
2. Hot-mix asphalt patching.
3. Hot-mix asphalt paving.
4. Pavement-marking paint

B. Related Requirements:

1. Section 312000 "Earth Moving" for subgrade preparation, fill material, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.
2. Section 321373 "Concrete Paving Joint Sealants" for joint sealants and fillers at pavement terminations.

#### **1.3 DEFINITION**

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

#### **1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
  1. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
  2. Job-Mix Designs: For each job mix proposed for the Work.
- B. Qualification Data: For qualified manufacturer.
- C. Material Certificates: For each paving material from manufacturer.
- D. Material Test Reports: For each paving material.

## 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by the Missouri Department of Transportation.
- B. Installer Qualifications: Imprinted-asphalt manufacturer's authorized installer who is trained and approved for installation of imprinted asphalt required for this Project.
- C. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- D. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the Missouri Department of Transportation.
  - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.
- E. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
    - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
    - b. Review condition of subgrade and preparatory work.
    - c. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
    - d. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

## 1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
  - 1. Tack Coat: Minimum surface temperature of 40 deg F.
  - 2. Slurry Coat: Comply with weather limitations in ASTM D 3910.
  - 3. Asphalt Base Course: Minimum surface temperature of 40 deg F (4.4 deg C) and rising at time of placement.
  - 4. Asphalt Surface Course: Minimum surface temperature of 60 deg F (15.6 deg C) at time of placement.

- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F (4.4 deg C) for oil-based materials 55 deg F (12.8 deg C) for water-based materials, and not exceeding 95 deg F (35 deg C).

**PART 2 - PRODUCTS**

**2.1 AGGREGATES**

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: AASHTO T92 (50% loss max), AASHTO T85 (4% adsorption max) and sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- C. Fine Aggregate: Sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof in accordance with Missouri Department of Transportation Section 1002.3.
  - 1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- D. Mineral Filler: Rock or limestone dust, hydraulic cement, or other inert material meeting AASHTO T37 and conforming to the following gradation:
 

Passing No. 30 Sieve	100
Passing No. 50 Sieve	95-100
Passing No. 100 Sieve	90-100
Passing No. 200 Sieve	70-100

**2.2 ASPHALT MATERIALS**

- A. Asphalt Binder: AASHTO M 320 or AASHTO MP 1a, PG 64-22
- B. Asphalt Cement: ASTM D 3381 for viscosity-graded material.
- C. Tack Coat: AASHTO M 140 emulsified asphalt, or AASHTO M 208 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application. Grade SS-1 or SS-1H.
- D. Fog Seal: AASHTO M 140 emulsified asphalt, or AASHTO M 208 cationic emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application.
- E. Water: Potable.
- F. Undersealing Asphalt: ASTM D 3141, pumping consistency

**2.3 AUXILIARY MATERIALS**

- A. Sand: AASHTO M 29, Grade Nos. 2 or 3.
- B. Paving Geotextile: AASHTO M 288, nonwoven polypropylene; resistant to chemical attack, rot, and mildew; and specifically designed for paving applications.
- C. Joint Sealant: ASTM D 6690 Type II hot-applied, single-component, polymer-modified bituminous sealant.

- D. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type N; colors complying with FS TT-P-1952.
  - 1. Color: White: Chip # 37925
  - 2. Yellow: Chip # 33538
- E. Glass Beads: AASHTO M 247, Type 1.
- F. Wheel Stops: As specified on the plans

## 2.4 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by Missouri Department of Transportation (MoDOT).
  - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
  - 2. Provide mixes complying with composition, grading, and tolerance requirements in ASTM D 3515 for the following nominal, maximum aggregate sizes:
    - a. Asphaltic Base Course: MoDOT Base
    - b. Asphaltic Surface Course: MoDOT BP-1
- B. Emulsified-Asphalt Slurry: ASTM D 3910, Grad SS-1 or SS-1H.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph (5 km/h).
  - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes).
  - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.
- D. Verify that utilities, traffic loop detectors, and other items requiring a cut and installation beneath the asphalt surface have been completed and that asphalt surface has been repaired flush with adjacent asphalt prior to beginning installation of imprinted asphalt.

### 3.2 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
  - 1. Mill to a depth of 1-1/2 inches (38 mm).
  - 2. Mill to a uniform finished surface free of excessive gouges, grooves, and ridges.
  - 3. Control rate of milling to prevent tearing of existing asphalt course.
  - 4. Repair or replace curbs, manholes, and other construction damaged during cold milling.
  - 5. Excavate and trim unbound-aggregate base course, if encountered, and keep material separate from milled hot-mix asphalt.
  - 6. Transport milled hot-mix asphalt to asphalt recycling facility.
  - 7. Keep milled pavement surface free of loose material and dust.

### 3.3 PATCHING

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches (300 mm) into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd. (0.2 to 0.7 L/sq. m).
  - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Patching: Fill excavated pavements with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.
- D. Patching: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

### 3.4 REPAIRS

- A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch (25 mm) in existing pavements.
  - 1. Install leveling wedges in compacted lifts not exceeding 3 inches (75 mm) thick.
- B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/2 inch (12 mm).
  - 1. Clean cracks and joints in existing hot-mix asphalt pavement.
  - 2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch (6 mm) wide. Fill flush with surface of existing pavement and remove excess.

3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch (6 mm) wide. Fill flush with surface of existing pavement and remove excess.

### **3.5 SURFACE PREPARATION**

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd. (0.2 to 0.7 L/sq. m).
  1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

### **3.6 HOT-MIX ASPHALT PLACING**

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
  1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
  2. Place hot-mix asphalt surface course in single lift.
  3. Spread mix at minimum temperature of 250 deg F (121 deg C).
  4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
  5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet (3 m) wide unless infill edge strips of a lesser width are required.
  1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

### **3.7 JOINTS**

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
  1. Clean contact surfaces and apply tack coat to joints.
  2. Offset longitudinal joints, in successive courses, a minimum of 6 inches (150 mm).

3. Offset transverse joints, in successive courses, a minimum of 24 inches (600 mm).
4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

### 3.8 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
  1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
  1. Average Density: 96 percent of reference laboratory density according to AASHTO T 245, but not less than 94 percent nor greater than 100 percent.
  2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### 3.9 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
  1. Base Course: Plus or minus 1/2 inch (13 mm).
  2. Surface Course: Plus 1/4 inch (6 mm), no minus.



- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot (3-m) straightedge applied transversely or longitudinally to paved areas:
  - 1. Base Course: 1/4 inch (6 mm).
  - 2. Surface Course: 1/8 inch (3 mm).
  - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch (6 mm).
- C. Traffic-Calming Devices: Compact and form asphalt to produce the contour indicated and within a tolerance of plus or minus 1/8 inch (3 mm) of height indicated above pavement surface.

### **3.10 SURFACE TREATMENTS**

- A. Fog Seals: Apply fog seal at a rate of 0.10 to 0.15 gal./sq. yd. (0.45 to 0.7 L/sq. m) to existing asphalt pavement and allow to cure. With fine sand, lightly dust areas receiving excess fog seal.
- B. Slurry Seals: Apply slurry coat in a uniform thickness according to ASTM D 3910 and allow to cure.
  - 1. Roll slurry seal to remove ridges and provide a uniform, smooth surface.

### **3.11 PAVEMENT MARKING**

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Engineer.
- B. Allow paving to age for 28 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils (0.4 mm).
  - 1. Broadcast glass beads uniformly into wet pavement markings at a rate of 6 lb/gal. (0.72 kg/L).

### **3.12 WHEEL STOPS**

- A. Securely attach wheel stops to pavement with not less than two galvanized-steel dowels embedded at one-quarter to one-third points. Securely install dowels into pavement and bond to wheel stop. Recess head of dowel beneath top of wheel stop.

### 3.13 FIELD QUALITY CONTROL

- A. Testing Agency: **Contractor** will engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to AASHTO T 168.
  - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
  - 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
    - a. One core sample will be taken for every 1000 sq. yd. (836 sq. m) or less of installed pavement, with no fewer than 3 cores taken.
    - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- E. Replace and compact hot-mix asphalt where core tests were taken.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

### 3.14 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 1. Do not allow milled materials to accumulate on-site.

**END OF SECTION 321216**

## **SECTION 321313 - CONCRETE PAVING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

A. Section Includes:

1. Driveways.
2. Roadways.
3. Parking lots.
4. Walks.

B. Related Sections:

1. Section 321373 "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete paving and asphalt paving or adjacent construction.

#### **1.3 DEFINITIONS**

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

#### **1.4 SUBMITTALS**

- A. Product Data: For each type of manufactured material and product indicated.
- B. Concrete Pavement Joint Plan: Contractor shall submit to the Engineer for approval proposed jointing plan. Plan shall be submitted no later than 4 weeks prior to concrete pavement placement. Plan shall include proposed location of all construction, isolation, and contraction joints.
- C. Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- D. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:

1. Aggregates. Include service record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.
- E. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:
  1. Cementitious materials.
  2. Steel reinforcement and reinforcement accessories.
  3. Admixtures.
  4. Curing compounds.
  5. Bonding agent or epoxy adhesive.
  6. Joint fillers.
- F. Minutes of preinstallation conference.

## **1.5 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
  1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
- C. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.
- D. Concrete Testing Service: The owner will engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."
  1. Before submitting design mixtures, review concrete pavement mixture design and examine procedures for ensuring quality of concrete materials and concrete pavement construction practices. Require representatives, including the following, of each entity directly concerned with concrete pavement, to attend conference:
  2.
    - a. Contractor's superintendent.
    - b. Independent testing agency responsible for concrete design mixtures.
    - c. Ready-mix concrete producer.
    - d. Concrete pavement subcontractor.

## 1.6 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
  - 2. Products: Subject to compliance with requirements, provide one of the products specified.
  - 3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
  - 4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

### 2.2 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
  - 1. Use flexible or curved forms for curves with a radius 100 feet (30.5 m) or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

### 2.3 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed.
- C. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60 (Grade 420). Cut bars true to length with ends square and free of burrs.
- D. Epoxy-Coated Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 (Grade 420), plain steel bars.
- E. Tie Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

## 2.4 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:
1. Portland Cement: ASTM C 150, Type I, gray. Supplement with the following:
    - a. Fly Ash: ASTM C 618, Class C or F.
    - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
  2. Blended Hydraulic Cement: ASTM C 595, Type IS, portland blast-furnace slag, IP, portland-pozzolan, I (PM), pozzolan-modified portland, I (SM), slag-modified portland cement.
- B. Normal-Weight Aggregates: ASTM C 33, coarse aggregate, uniformly graded. Provide aggregates from a single source with documented MoDot inspection record.
1. Maximum Coarse-Aggregate Size: 3/4 inch (19 mm) nominal.
  2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Exposed Aggregate: Selected, hard, and durable; washed; free of materials with deleterious reactivity to cement or that cause staining; from a single source, with gap-graded coarse aggregate as follows:
1. Aggregate Sizes: 1/2 to 3/4 inch (13 to 19 mm) nominal.
  2. Aggregate Source, Shape, and Color: As determined by the Engineer.
- D. Water: ASTM C 94/C 94M.
- E. Air-Entraining Admixture: ASTM C 260.
- F. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

## 2.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.

- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.

1. Available Products:

- a. Axim Concrete Technologies; Cimfilm.
- b. Burke by Edeco; BurkeFilm.
- c. ChemMasters; Spray-Film.
- d. Conspec Marketing & Manufacturing Co., Inc.; Aquafilm.
- e. Dayton Superior Corporation; Sure Film.
- f. Euclid Chemical Company (The); Eucobar.
- g. Kaufman Products, Inc.; Vapor Aid.
- h. Lambert Corporation; Lambco Skin.
- i. L&M Construction Chemicals, Inc.; E-Con.
- j. MBT Protection and Repair, ChemRex Inc.; Confilm.
- k. Meadows, W. R., Inc.; Sealtight Evapre.
- l. Metalcrete Industries; Waterhold.
- m. Nox-Crete Products Group, Kinsman Corporation; Monofilm.
- n. Sika Corporation, Inc.; SikaFilm.
- o. Symons Corporation; Finishing Aid.
- p. Vexcon Chemicals, Inc.; Certi-Vex EnvioAssist.

- E. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.

1. Available Products:

- a. Anti-Hydro International, Inc.; AH Curing Compound #2 WP WB.
- b. Burke by Edoco; Resin Emulsion White.
- c. ChemMasters; Safe-Cure 2000.
- d. Conspec Marketing & Manufacturing Co., Inc.; W.B. Resin Cure.
- e. Dayton Superior Corporation; Day-Chem White Pigmented Cure (J-10-W).
- f. Euclid Chemical Company (The); Kurez VOX White Pigmented.
- g. Kaufman Products, Inc.; Thinfilm 450.
- h. Lambert Corporation; Aqua Kure-White.
- i. L&M Construction Chemicals, Inc.; L&M Cure R-2.
- j. Meadows, W. R., Inc.; 1200-White.
- k. Symons Corporation; Resi-Chem White.
- l. Tamms Industries, Inc.; Horncure 200-W.
- m. Unitex; Hydro White.
- n. Vexcon Chemicals, Inc.; Certi-Vex Enviocure White 100.

## 2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Color Pigment: Refer to the plans and manufactures specifications

- C. Slip-Resistive Aggregate Finish: Section not used
- D. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- E. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to requirements, and as follows:
  - 1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- F. Chemical Surface Retarder: Water-soluble, liquid-set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch (3 to 6 mm).
  - 1. Available Products:
    - a. Burke by Edeco; True Etch Surface Retarder.
    - b. ChemMasters; Exposee.
    - c. Conspec Marketing & Manufacturing Co., Inc.; Delay S.
    - d. Euclid Chemical Company (The); Surface Retarder S.
    - e. Kaufman Products, Inc.; Expose.
    - f. Metalcrete Industries; Surfard.
    - g. Nox-Crete Products Group, Kinsman Corporation; Crete-Nox TA.
    - h. Scofield, L. M. Company; Lithotex.
    - i. Sika Corporation, Inc.; Rugasol-S.
    - j. Vexcon Chemicals, Inc.; Certi-Vex Envioset.

## **2.7 PAVEMENT MARKINGS**

- A. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with FS TT-P-115, Type II or AASHTO M 248, Type N.
- B. Glass Beads: AASHTO M 247, Type 1.

## **2.8 WHEEL STOPS**

- A. Per the contract drawings

## **2.9 CONCRETE MIXTURES**

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
- B.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.
- C. Proportion mixtures to provide normal-weight concrete with the following properties:
  - 1. Mix design shall correspond to Missouri Department of Transportation (MoDOT) Class B concrete.



- D. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
  - 1. Air Content: 6 percent plus or minus 1.5 percent.
- E. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- F. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use plasticizing and retarding admixture in concrete, as required, for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- G. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements for concrete exposed to deicing chemicals.] as follows:
  - 1. Fly Ash or Pozzolan: 20 percent.
  - 2. Ground Granulated Blast-Furnace Slag: 50 percent.
  - 3. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.

## 2.10 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.
  - 1. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
  - 1. For concrete mixes of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
  - 2. For concrete mixes larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
  - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.
  - 1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph (5 km/h).
  - 2. Proof-roll with a loaded 10-wheel tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes).
  - 3. Subbase with soft spots and areas of pumping or rutting exceeding depth of 1 (26 mm) require correction according to requirements in Division 31 Section "Earth Moving."
- C. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

### **3.2 PREPARATION**

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

### **3.3 EDGE FORMS AND SCREED CONSTRUCTION**

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

### **3.4 STEEL REINFORCEMENT**

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

### 3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
  - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
  - 1. Doweled Joints: Install 1"x18" dowel bars and support assemblies at all construction joints. Dowels shall be spaced at 24" OC. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed ¾" joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
  - 1. Locate expansion joints at intervals of 50 feet, unless otherwise indicated.
  - 2. Install 1/2"x12" dowel bars (epoxy coated) and support assemblies at all bars and support assemblies at all Isolation Joints. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.
  - 3. Extend joint fillers full width and depth of joint.
  - 4. Terminate joint filler not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished surface if joint sealant is indicated.
  - 5. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
  - 6. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
  - 7. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated or spaced no more than 12 feet from one another. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows to match jointing of existing adjacent concrete pavement:
- E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch (6-mm) radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

### 3.6 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site.
- F. Do not add water to fresh concrete after testing.
- G. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- H. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
  - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- I. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
  - 1. Remove and replace concrete that has been placed for more than 15 minutes without being covered by top layer, or use bonding agent if approved by Engineer.
- J. Screed pavement surfaces with a straightedge and strike off.
- K. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- L. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.
- M. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.
  - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.
- N. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.

- O. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  - 1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
  
- P. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
  - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### **3.7 FLOAT FINISHING**

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
  - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

### **3.8 CONCRETE PROTECTION AND CURING**

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
  - a. Water.
  - b. Continuous water-fog spray.
  - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

### 3.9 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
  1. Elevation: 1/4 inch (6 mm).
  2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).
  3. Surface: Gap below 10-foot- (3-m-) long, unlevelled straightedge not to exceed 1/4 inch (6 mm).
  4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch (25 mm).
  5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch (6 mm).
  6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch (13 mm).
  7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches (6 mm per 300 mm).
  8. Joint Spacing: 3 inches (75 mm).
  9. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.
  10. Joint Width: Plus 1/8 inch (3 mm), no minus.

### 3.10 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Engineer.
- B. Allow concrete pavement to cure for 28 days and be dry before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils (0.4 mm).
  1. Spread glass beads uniformly into wet pavement markings at a rate of 6 lb/gal. (0.72 kg/L).

### 3.11 WHEEL STOPS

- A. Securely attach wheel stops into pavement with not less than two galvanized steel dowels embedded in holes drilled or cast into wheel stops at one-quarter to one-third points. Firmly bond each dowel to wheel stop and to pavement. Securely install dowels into pavement and bond to wheel stop. Recess head of dowel beneath top of wheel stop.

### 3.12 FIELD QUALITY CONTROL

- A. Testing Agency: **Contractor** will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain at least 1 composite sample for each 5000 sq. ft. (465 sq. m) or fraction thereof of each concrete mix placed each day.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
  - 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
  - 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
  - 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
  - 6. Compressive-Strength Tests: ASTM C 39/C 39M; test 1 specimen at 7 days and 2 specimens at 28 days.
    - a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
- D. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer.

- G. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

**3.13 REPAIRS AND PROTECTION**

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Drill test cores, where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

**END OF SECTION 321313**



## **SECTION 321373 - CONCRETE PAVING JOINT SEALANTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:

- 1. Expansion and contraction joints within cement concrete pavement.
  - 2. Joints between cement concrete and asphalt pavements

- B. Related Requirements:

- 1. Section 321313 "Concrete Paving" for constructing joints in concrete pavement.

#### **1.3 SUBMITTALS**

- A. Product Data: For each joint-sealant product indicated.
- B. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.
- C. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
  - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
  - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for sealants.

#### **1.4 QUALITY ASSURANCE**

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from a qualified testing agency based on testing of current sealant products within a 36-month period preceding the commencement of the Work.
  - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 for testing indicated, as documented according to ASTM E 548.

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

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

## **1.6 PROJECT CONDITIONS**

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
  - 2. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (4.4 deg C).
  - 3. When joint substrates are wet or covered with frost.
  - 4. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 5. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.
- B. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

### **2.2 MATERIALS, GENERAL**

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Engineer from manufacturer's full range.

### **2.3 COLD-APPLIED JOINT SEALANTS**

- A. Type NS Silicone Sealant for Concrete: Single-component, low-modulus, neutral-curing, nonsag silicone sealant complying with ASTM D 5893 for Type NS.

1. Products:
  - a. Crafc0 Inc.; RoadSaver Silicone 34902.
  - b. Dow Corning Corporation; Dow Corning 888.
  - c. Precora Corporation; Precora 301NS.

## **2.4 JOINT-SEALANT BACKER MATERIALS**

- A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.
- B. Round Backer Rods for Cold-Applied Sealants: ASTM D 5249, Type 3, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

## **2.5 PRIMERS**

- A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

# **PART 3 - EXECUTION**

## **3.1 EXAMINATION**

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
  1. Proceed with installation only after unsatisfactory conditions have been corrected.

## **3.2 PREPARATION**

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
- B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

## **3.3 INSTALLATION OF JOINT SEALANTS**

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

- C. Install backer materials of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of backer materials.
  - 2. Do not stretch, twist, puncture, or tear backer materials.
  - 3. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses provided for each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealants from surfaces adjacent to joint.
  - 2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions, unless otherwise indicated.
- G. Provide recessed joint configuration for silicone sealants of recess depth and at locations indicated.

### **3.4 CLEANING**

- A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

### **3.5 PROTECTION**

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations with repaired areas are indistinguishable from the original work.

**END OF SECTION 321373**

## **SECTION 329220 – TURF SEEDING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and the approved DNR Land Disturbance Permit, apply to this Section.

#### **1.2 SUMMARY**

- A. This section includes furnishing all labor, equipment, and materials necessary for the preparation, fertilization, seeding, and mulching of the site as shown on plans. All disturbed areas shall be seeded and mulched, except for surfaced areas, and solid rock. Disturbed areas outside the authorized construction limits shall be seeded and mulched at the Contractor's expense.

#### **1.3 SUBMITTALS**

- A. Comply with requirements of the General Conditions, Article 3.2; and this Section.
- B. Responsibility for arranging, supervising and payment for required tests listed below are indicated in Project Manual or Conditions of the Contract.
- C. Submit material qualification tests, and other noted items directly from testing laboratory.
- D. Following Submittals are required for portions of Work specified in this Section:
  - 1. Product data and/or Certificates of Conformance or Compliance: Before delivery, notarized certificates attesting that the following materials meet the requirements specified shall be submitted to the Engineer for approval:
    - a. Fertilizers
    - b. Lime
    - c. Peat
    - d. Seed
    - e. Herbicide
  - 2. Materials Qualification Test: Submittal prepared by independent testing lab to indicate that proposed material complies with contract document requirements.
    - a. Provide following qualification tests and information for topsoil regardless if imported or prepared from select on-site material.
    - b. Mechanical gradation analysis, ASTM D422.

- c. Topsoil testing performed by state university soils science department, soils testing laboratory, or other recognized soil physics testing laboratory with recommendation for type and application rate of amendments needed to adjust topsoil to required nutrient levels for each proposed landscape operation, i.e., seeding, sodding, ground covers, etc.

#### **1.4 QUALITY ASSURANCE**

- A. Pre-installation Conference: Contractor, seeding contractor, Engineer and Owner Representatives, and representatives of other affected trades must meet at Site to review soil preparation, seeding and maintenance procedures a minimum of 1 week prior to start of topsoil preparation and seeding operations.

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

- A. Deliver fertilizer, seed, and other packaged commercial products in original unopened containers bearing manufacturer's guaranteed chemical analysis, name, tradename and trademark, and in conformance with applicable laws.
  - 1. Store and handle products in accord with manufacturer's instructions.
  - 2. Protect fertilizer, seed and other packaged products from heat, moisture, rodents and damage from other causes.
  - 3. Do not expose products to weather prior to and after delivery until used.
  - 4. Do not store products in direct contact with ground.
  - 5. During delivery protect seed from contamination.

#### **1.6 PROJECT CONDITIONS**

- A. Environmental Requirements: Conduct operations only under specified weather conditions and only during specified seeding seasons.

#### **1.7 SEQUENCING/SCHEDULING**

- A. Seed indicated areas during first specified planting season following completion of permanent construction in seeded areas, final grading and topsoil placement.
- B. Turf Grass Planting Seasons:
  - 1. Fall Planting: September 1 – November 1
  - 2. Spring Planting: March 15 – June 1
- C. Final grading and topsoil placement in permanent storm water basin areas will not be permitted until use of areas for temporary sedimentation basins is terminated.

## 1.8 TURF ESTABLISHMENT

- A. All work shall be in accordance with the terms of Article 3.4, “General Guaranty” of the GENERAL CONDITIONS.
- B. **Water turf areas to maintain an adequate supply of moisture within the root zone. An adequate supply of moisture is the equivalent of one inch of absorbed water per week, either through natural rainfall or augmented by periodic waterings. Apply water at a moderate rate so as not to displace the mulch or flood the turf areas.** Adequate moisture should be divided into two to three waterings per week, as directed by the Owner’s Representative. During the summer (June 2 through August 31) watering may be required on a daily basis, as directed by the Owner’s Representative. During the winter months confer with the Owner’s Representative regarding the frequency of watering.
- C. General Acceptance: The Construction Administrator shall make an inspection of the seeded areas upon completion of seeding. Seeded areas shall be considered acceptable if the specified quantities of fertilizer and seed have been properly applied.
- D. Guarantee: The Contractor is responsible for the proper application of the fertilizer and seed, and maintenance as noted within Sub-Section 3.6.

## 1.9 APPLICABLE PUBLICATIONS

- A. The publications listed below, form a part of this specification to the extent referenced. The publications are referenced in the text by basic designation only.
- B. Federal Specifications (Fed. Spec.):
  - O-F-241D Fertilizers, Mixed, Commercial
  - Q-P-166E Peat, Moss; Peat, Humus, and Peat, Reed-sedge
- C. American Society for Testing and Materials (ASTM) Publications:
  - C136 Sieve or Screen Analysis of Fine and Coarse Aggregates
  - C516 Vermiculite Loose Fill Thermal Insulation
  - C549 Perlite Loose Fill Insulation
  - D977 Emulsified Asphalt
  - D2028 Liquid Asphalt (rapid-curing type)
- D. U. S. Department of Agriculture Federal Seed Act of August 9, 1939: 53 Stat. 1275. .... Rules and Regulations
- E. American Wood Preservative Association (AWPA):
  - C-2-83 Lumber, Timber, Bridge Ties and Mine Ties-Pressure Treatment

## **PART 2 - PRODUCTS**

### **1.1 MATERIALS**

#### **A. TOPSOIL**

1. Topsoil shall be a well-graded soil of good uniform quality. It shall be a natural, friable soil representative of productive soils in the vicinity. Topsoil shall be free of admixture of subsoil, foreign matter, objects larger than one inch in any dimension, toxic substances, weeds and any material or substances that may be harmful to plant growth and shall have a pH value of not less than 5.0 nor more than 7.5. The Contractor shall submit an analysis of soils along with samples for approval by the Landscape Architect.
2. Material to be obtained from stockpiles, if any, established under Section SITE CLEARING, subparagraph, Stripping Topsoil, and shall meet the general requirements as stated above. Topsoil not meeting the pH range specified shall be amended by the addition of pH Adjusters.

#### **B. SEED**

1. Seed shall be state-certified seed of the latest season's crop and shall be delivered in original sealed packages bearing the producer's guaranteed analysis for percentages of mixtures, purity, germination, weed seed content, and inert material. Seed shall be labeled in conformance with U.S. Department of Agriculture rules and regulations under the Federal Seed Act and applicable state seed laws. Seed that has become wet, moldy, or otherwise damaged will not be acceptable. Onsite seed mixing shall be done only in the presence of the Landscape Architect. Seed mixtures shall be proportioned by weight as follows:

40%	Kentucky Bluegrass	Enoble, Nassau, Rugby
30%	Creeping Red Fescue	Ensylva
20%	Hard Fescue	Reliant, Scaldis
10%	Perennial Rye Grass	Regal, Diplomat, Derby, Palmer, Prelude

Minimum seed germination is 85%  
Maximum allowable Weed Seed is 2%

#### **C. WATER**

1. Water shall not contain elements toxic to plant life. It shall be obtained as specified in Section 01500, Construction Facilities and Temporary Controls.

#### **D. HERBICIDES**

1. All herbicides shall be properly labeled and registered with the U.S. Department of Agriculture. All herbicides shall be kept in the original labeled containers indicating the analysis and method of use.
  - a. Post-Emergent Weed Control Acceptable Products
    - 1) Enide by Upjohn
    - 2) Dymid by Elanco



- 3) Treflan or Surflan by Dow Agrosiences
- 4) Eptan by Syngenta
- 5) Equal as approved by Landscape Architect before use

#### E. TURF FERTILIZER

1. Fertilizer shall be commercial grade 50% slow release, free flowing, uniform in composition, and shall conform to applicable state and federal regulations. Liquid starter fertilizer for use in the hydroseed slurry will be commercial type with 50 percent of the nitrogen in slow release form.

#### F. MULCH

1. Mulch shall be free from deleterious materials and shall be stored as to prevent inclusion of foreign material.
2. Straw for lawn seed bed mulch shall be stalks from oats, wheat, rye, barley, or rice that are free from noxious weeds, mold or other objectionable material. Straw shall be in an air-dry condition and suitable for placing with blower equipment.
3. Wood cellulose fiber for use with hydraulic application of grass seed and fertilizer shall consist of specially prepared wood cellulose fiber, processed to contain no growth or germination-inhibiting factors, and dyed an appropriate color to facilitate visual metering of the application of materials. On an air-dry weight basis, the wood cellulose fiber shall contain a maximum of 12 percent moisture, plus or minus three percent at the time of manufacture. The pH range shall be from 3.5 to 5.0. The wood cellulose fiber shall be manufactured so that:
  - a. After addition and agitation in slurry tanks with fertilizers, grass seeds, water, and other approved additives, the fibers in the material will become uniformly suspended to form homogeneous slurry.
  - b. When hydraulically sprayed on the ground, the material will form a blotter like cover impregnated uniformly with grass seed.
  - c. The cover will allow the absorption of moisture and allow rainfall or applied water to percolate to the underlying soil.

#### G. LIME

1. Lime shall be agricultural limestone containing not less than 85 percent calcium and magnesium carbonates, and shall be ground to such fineness that at least 50 percent will pass through a 100-mesh sieve and at least 98 percent will pass through a 20-mesh sieve.

#### H. SOIL CONDITIONERS

1. Peat shall be a natural product of sphagnum moss peat derived from a fresh-water site conforming to Fed. Spec. Q-P-166, except as otherwise specified. Peat shall be shredded and granulated to pass through a 1/2-inch mesh screen and conditioned in storage piles for at least six months after excavation.
2. Sand shall be clean and free of toxic materials.

3. Perlite shall conform to ASTM C549.
4. Vermiculite shall be horticultural grade and free of any toxic materials and conform to ASTM C516.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Verification of Conditions: Examine areas and conditions under which seeding is to be performed and identify conditions detrimental to proper or timely completion.
  1. Verify final grade has been established with adequate depth of topsoil in conformance with these specifications.
  2. Verify topsoil meets requirements of this Section and soils testing lab report identifying required amendments is available.
  3. Verify compaction requirements in Section 312000 have not been exceeded.
  4. Do not proceed until unsatisfactory conditions have been corrected.
  5. Owner and Architect shall approve all areas prior to applying seed.

#### **3.2 SOIL MODIFICATIONS**

##### **A. Subsoil Preparation:**

1. Till compacted soils to a depth of 8 inches minimum.
2. Remove all buried rocks and debris that is larger than 1” in any direction. Utilize a preparatory Bobcat attachment to loosen soil and remove rocks and debris (eg. sticks, roots, trash and other extraneous matter).

##### **B. Topsoil Preparation:**

1. Weed Control: Apply “Round-up”, “Ortho Weed-B-Gon” or “Spectracide Triple Strike” to heavily weeded areas at least one week prior to working the soil. Owner’s Representative shall be notified 48 hours in advance to be present to view and approve product and application on site.
2. Remove all buried rocks and debris that is larger than 1” in any direction. Contractor shall utilize a preparatory Bobcat attachment to loosen soil and remove rocks and debris (eg. sticks, roots, trash and other extraneous matter).
3. Amendments: Test topsoil for fertility and apply amendments as required, with the following general guidelines:

- a. Add 1-2 pounds each of Nitrogen, Phosphorous, and Potassium per 1000 square feet.
- b. Till the fertilizer into the top 3-4 inches of topsoil immediately after application.
- c. Owner's Representative shall be notified to be 48 hours in advance to be present to view and approve products and application on site.

### **3.3 TURF GRASS PREPARATION**

- A. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 8 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter, and legally dispose of them off Owner's property.
  1. Spread planting soil mix to a minimum depth of 6 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
  2. Blend a portion of topsoil with the top 2-3 inches of subsoil.
- B. Unchanged Subgrades:
  1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
  2. Remove all buried rocks and debris that is larger than 1" in any direction. Contractor shall utilize a preparatory Bobcat attachment to loosen soil and remove rocks and debris (eg. sticks, roots, trash and other extraneous matter).
  3. Loosen surface soil to a depth of at least 6 inches. Till soil to a homogeneous mixture of fine texture.
  4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus ½ inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
- D. Final Soil Preparation: Prepare soil not less than 24 hours prior to planting.
  1. Rake soil surfaces to completely scarify subsoil to a depth of 2 inches and remove solid crust no more than one day prior to laying sod.
  2. Clods should be broken down to 1-5 mm, and then rolled until firm.
  3. Level any uneven areas.
- E. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

- F. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

### **3.4 APPLICATION OF FERTILIZER FOR TURF AREAS**

- A. Apply 400 lbs of 10-20-10 and 400 lbs of 0-20-0 per acre. In addition, adjust soil acidity and add soil conditioners as required herein for suitable topsoil under this Section.
- B. Incorporate fertilizers and lime into the soil to a depth of at least four inches and incorporate these as part of the tillage operation specified. Immediately before any turf work, the soil shall be restored to an even condition.

### **3.5 HYDROSEEDING & HYDROMULCHING – TURF GRASS**

- A. When hydroseeding and hydromulching, mix the seed and slow release starter fertilizer, or the seed, fertilizer, lime (in addition to lime and fertilizer applied directly to the soil mechanically) when required and approved wood cellulose mulch material in the required amount of water to produce a homogeneous slurry and then uniformly apply slurry under pressure at the following rate. Slurry shall consist of 5 pounds of seed and fertilizer in accordance with Manufacturers' instructions in 16 gallons of water per 1,000 square feet. When using wood cellulose mulch, incorporate it as an integral part of the slurry mix after the seed and fertilizer have been thoroughly mixed. Apply the slurry mix uniformly at a rate of application as required to obtain 5 pounds of seed per 1000 square feet (dry weight).

### **3.6 WATERING & MAINTENANCE**

- A. General: The project areas shall be kept clean at all times and care shall be taken that use of the premises shall not be unduly hampered by Work herein specified. The intent of this Section is to ensure a healthy, well-established turf and prevent soil erosion in compliance with the SWPPP.
- B. The watering and maintenance shall comply with subsections 1.8 and 3.9.
- C. Seeded lawn areas will not be accepted as complete until they conform with subsection 3.9.
- D. Apply fertilizer as needed to obtain satisfactory lawn, as noted in subsection 3.9.

### **3.7 PROTECTION OF TURF AREAS**

- A. Immediately after installation of the turf areas, protect against traffic or other use by erecting barricades, as required, and placing approved signs at appropriate intervals until final acceptance.

### **3.8 FINAL CLEAN-UP**

- A. Remove all debris, rubbish and excess material from the site and dispose of it according to all applicable regulations.

### **3.9 SATISFACTORY LAWNS**

- A. Field Inspection:

1. Seeded areas will be accepted at Substantial Completion if:
  - a. Seeded areas are properly established such that within any 10' x 10' area of turf there is less than 5% weed coverage; lawn is free of bare and dead spots; and no surface soil is visible when grass has been cut to height of 2-1/2 inches.
2. Seeded areas have been mowed a minimum of twice.
  - a. At time of first cutting, mower blades shall be set to produce a 2-1/2 inch mowed height.
- B. Maintain lawn areas from completion of installation to 60 days after substantial completion. Areas seeded after November 1 will be reviewed for acceptance the following spring approximately one month after start of growing season.
- C. Re-seed areas that do not comply with requirements until areas are satisfactory. Replaced lawn areas shall be guaranteed and maintained by the Contractor for an additional 30 days from date of replacement.
- D. Mowing:
  1. Beginning at Acceptance of the Landscape Installation (sitework substantial completion) and continuing for a 60-day period, mow entire project limits once each seven (7) days with no less than five (5) days between mowing.
  2. Trash and litter shall be removed from area to be mown prior to mowing and taken off-site, if no public trash containers are available.
  3. All mowing equipment shall be equipped with sharp blades that do not tear the grass but cleanly cut the grass.
  4. All grass shall be mowed to two-third of its pre-cut height and to a maximum height of three inches.
  5. All sidewalks, curbs, and steps shall be mechanically trimmed. Chemical edging by Contractor shall not be permitted.
  6. All structures, trees, poles, signs, fences, walls and shrub beds are to be trimmed closely. Trimming shall be accomplished concurrently with mowing.
  7. The mowed area shall be free of clumped grass and not show tire tracks or ruts from mowing equipment.
  8. Mowing shall not discharge grass clippings onto paved areas or other improved areas. Any materials from mowing operations blown or discharged on to such areas shall be removed immediately.
  9. Grass clippings may be finely cut by use of a mulching-type mower. Removal of clippings from turf areas will not be required, if clippings are mulched in such manner.

10. Mowing or trimming operations shall not damage plants or other improvements.

**END OF SECTION 329220**