

BILL NO.: 17-1117

ORDINANCE NO.: 17-

0501

INTRODUCED BY: COUNCIL MEMBER (s) Reuter

1 AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND
2 SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE
3 RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR
4 PROPOSALS FOR REMODELING OF EXISTING COUNTY HIGHWAY
5 DEPARTMENT STAFF AND STORAGE SHED EAST PW17B022BLD; AND
6 AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY
7 NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE
8 AWARD OF THE BIDS AND PROPOSALS.

9 **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”) in response to
10 certain Invitations for Bids and Requests for Proposals issued by the County, received bids
11 and proposals for the following items or services:

12 BID NAME

NUMBER OF BIDS RECEIVED

4

DATE OF BID OPENING

18 10-24-2017

FILED

NOV 29 2017

1 **WHEREAS**, after reviewing the bids and proposals set forth above, the
2 Department of Public Works has determined that certain bids and proposals represent the
3 lowest and best bid for the respective items or services and met the bid or proposal
4 specifications issued by the County; and

5 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
6 of the County to award the bids and proposals to Boyer Bldg & Design, Inc. for a term
7 from date of approval by the County Council and County Executive until completion, **up**
8 **to \$198,784.00 per year, for total amount not to exceed \$198,784.00 annually**, subject
9 to budgetary limitations.

10 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**

11 **AS FOLLOWS:**

12 Section 1. The County awards the following bids and proposals which are
13 incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)
14 bidding for each respective item or service as follows:

15 BID NAME

16 Remodeling of Existing County Highway Department Staff

17 and Storage Shed East PW17B022BLD

18 **TERM**

19 Date of approval

20 by the County Council and County Executive

until completion

22 AMOUNT

Up to \$198,784.00 per year,

for total amount not to exceed \$198,784.00 annually,

subject to budgetary limitations

AWARDED BIDDER

Boyer Bldg & Design, Inc.

6 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
7 County Executive to execute the agreement incorporated by Reference as Exhibit "A" and
8 any agreements or contracts necessary to effectuate the award of the bids and proposals set
9 forth in this Ordinance. The County Executive is further authorized to take any and all
10 actions necessary to carry out the intent of this Ordinance. An unexecuted copy of the
11 Agreement is attached hereto as Exhibit "A" and incorporated herein, by reference.

12 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
13 thereto, and any contracts or agreements shall be maintained by the Department of the
14 County Clerk consistent with the rules and procedures for the maintenance and retention
15 of records as promulgated by the Secretary of State.

16 Section 4. This Ordinance shall be in full force and effect from and after its
17 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
18 shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Phil Hendrickson	<u>Yes</u>
Council Member District 4, Charles Groeteke	<u>Yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Yes</u>
Council Member District 6, Daniel Stallman	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 21st DAY OF November, 2017:

✓ PASSED FAILED



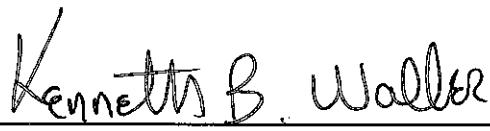
Renee Reuter, County Council Chair



Pat Schlette
Pat Schlette, Council Administrative Assistant

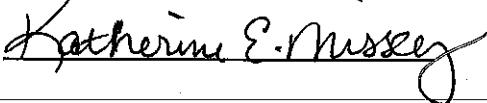
THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 22nd DAY OF November, 2017.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2017.


Kenneth B. Waller
Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:


Randy B. Holman, County Clerk

BY: 

Reading Date: 11-21-2017



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

PENGADILAN PENGETAHUAN

EXHIBIT

A

BID #: 17-0076

**Request for Proposal: REMODELING OF EXISTINGTING COUNTY
HIGHWAY DEPARTMENT STAFF AND STORAGE
SHED EAST PW17B022BLD**

Date Issued: 9-18-2017

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, OCTOBER 24, 2017, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**
DANIEL NAUNHEIM
Department of Public Works
636-797-5569
dnaunheim@jeffcomo.org

**Contract
Contact:**
VICKIE PRATT
Department of Administrative Services
636-797-5380

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

**Contract Term:
upon approval by
the County Council
and County
Executive**

**Vendor
Information:**

SAMPLE ENVELOPE

<i>VENDOR NAME</i>	DEPARTMENT OF THE COUNTY CLERK
<i>VENDOR ADDRESS</i>	JEFFERSON COUNTY MISSOURI
<i>CONTACT NUMBER</i>	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
SEALED PROPOSAL: (PROPOSAL NAME)	

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

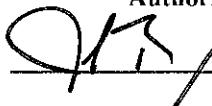
<u>Boyer Bldg & Design, Inc</u>	<u>Joshua Boyer</u>
<u>Company Name</u>	<u>Authorized Agent (Print)</u>
<u>1701 Towne View Dr</u>	<u></u>
<u>Address</u>	<u>Signature</u>
<u>DeSoto, MO 63020</u>	<u>President</u>
<u>City/State/Zip Code</u>	<u>Title</u>
<u>636-337-9119</u>	<u>81-39524666</u>
<u>Telephone #</u>	<u>Date</u>
<u>boyerbldg@att.net</u>	<u>Tax ID #</u>
<u>E-mail</u>	<u>636-586-9810</u>
	<u>Fax #</u>

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REQUIRED DOCUMENTS

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**
Or
- 2b. A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: JB"

A. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

B. PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

C. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

D. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

E. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

F. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

G. BID DEPOSITS/BONDS:

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

Bid Guaranty: The bidder shall submit a Bid Guaranty. The project bid bond form is included. The bidder shall mark the box below to identify the type of Bid Guaranty.

Paper Bid Bond
 Cashier's Check

Bid Guaranty shall be made payable to the Owner, in the amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security within 15 days of the Notice of Award. Failure to do so may result in the annulment of the Notice of Award and forfeiture of the Bid Security. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award, may be retained by the Owner until the earlier of the seventh day after the "effective date of the Agreement" (which is the date when the agreement has been executed by all parties) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

H. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

I. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

J. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

K. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

L. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. Required Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. Required Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. Required Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

M. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

N. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D.

PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

E.

MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F.

NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

H.

INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I.

WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J.

PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K.

CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L.

DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M.

RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo., Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N.

SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O.

CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P.

TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**
4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts.

The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q.

NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R.

CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S.

COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County and shall be paid to all workers performing work under the contract. (Section 290.250 and 290.325, RSMo).

- A. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor by any subcontractor." (Section 290.250, RSMo). For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060.
- B. The contractor and all subcontractors to the contract must require all onsite employees to complete the ten-hour construction safety training program and have documentation of having done so.
- C. The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. (Section 292.675 RSMo).
- D. Before any work begins, you must send a **Prevailing Wage Project Notification – Contractor Information Notification** form (PW-2) to the DLS. Send it when the contract is awarded to ensure the DLS receives it timely (Section 290.262.10, RSMo, and 8 CSR 30-3.010(3)).
- E. If a wage subsidy, bid, or rebate was provided, the supplement or rebate **must** be reported to the public body within 30 days of receipt of payment (Section 290.095, RSMo). Notification should be reported to: Contracts and Grants

County of Jefferson
PO Box 100
Hillsboro, MO 63050-0100

T.

ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U.

SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V.

APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W.

INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: Individual: Partnership: Corporation.

Incorporated in the State of MO.

X.

LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y.

LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

DANIEL NAUNHEIM – DEPUTY DIRECTOR PUBLIC WORKS
636 797 5569

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo., definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Joshua Boyer (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm
Boyer Bldg & Design, Inc (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Hwy Dept. Remodel (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo., I also affirm that
Boyer Bldg & Desing, Inc (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Hwy Dept Remodel (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)


Authorized Representative's Signature

Joshua Boyer
Printed Name

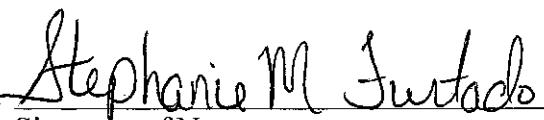
President
Title

10-24-17
Date

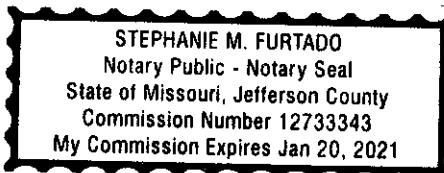
Subscribed and sworn to before me this 24 of Oct 17. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Jefferson, State of
(NAME OF COUNTY)

MO, and my commission expires on 1/20/21.
(NAME OF STATE) (DATE)


Signature of Notary

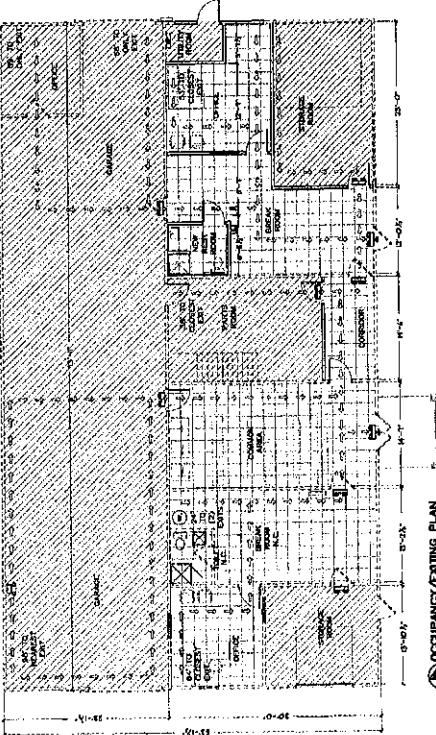
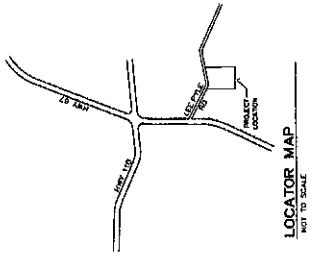
10-24-17
Date



PROPOSED REMODELING
for:

JEFFERSON COUNTY
MISSOURI
HIGHWAY DIVISION

EAST CAMPUS - LEE PYLE RD
JEFFERSON COUNTY,
MISSOURI



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Boyer Bldg & Design Inc (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

Joshua Boyer
Authorized Business Entity
Representative's Name
(Please Print)

01/
Authorized Business Entity
Representative's Signature

Boyer Bldg & Design, Inc
Business Entity Name

10-24-17
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

PROJECT SPECIFICATIONS FOR:

Remodeling of Existing County Highway Department
Staff and Storage Shed - East
Project No. PW17B022BLD



County of Jefferson, Missouri
P.O. BOX 100
HILLSBORO, MO 63050
September 6, 2017

REQUEST FOR BID

BID OF

Bidder Name: Boyer Bldg & Design, Inc

Bidder Address: 1701 Towne View Dr DeSoto, MO 63020

APPROVED FOR CONSTRUCTION

BY:

DATE: 9/13/17

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County Highway Department Staff and Storage Shed - East

Address: 2960 Lee Pyle Road, DeSoto, Missouri, 63020



BID NOTICE

Sealed bids for the Remodeling of Existing County Highway Department Staff and Storage Shed - East Project No. PW17B022BLD, will be received at the office of The Department of the County Clerk, Jefferson County Administration Center, 729 Maple Street, Hillsboro, Missouri until 2:00 o'clock P.M. (CDST) on the 24th of October, 2017, and at that time will be publicly opened and read. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, and accompanied by the other required documents. Bids submitted via fax or electronic will be rejected. Late Bids will not be accepted and will be returned to the sender, unopened.

The proposed work includes the remodeling of a single-story slab-on-grade, pre-engineered steel building; with all steel siding and roof; with associated space reconfigurations, electrical alterations, HVAC, and plumbing improvements. The contractor will be responsible for providing the materials and labor necessary to complete the project in a timely manner in accordance with these Specifications and Job Special Provisions. The contractor shall be responsible for arranging delivery of materials to the job site. The bid shall also include disposal of all waste and demolition materials. **PREBID MEETING will be held at 2960 Lee Pyle Road, DeSoto, Missouri, 63020 on September 27, from 1:00pm -2:30 pm.**

Work shall be in accordance with these Specifications, and Job Special Provisions. Where not specifically covered by these Specifications or Job Special Provisions, the Contractor shall adhere to the Latest Edition of the, Jefferson County Building Code.

Specifications for this work will be available, at no cost, as a downloadable file from the Jefferson County website (<http://www.jeffcomo.org/PublicWorksProjects.aspx?nodeID=Purchasing>), beginning September 7, 2017. The bidder will be responsible to check the County's website for addendum(s) regarding this project prior to bid opening. All potential bidders **must complete the "Plan Holder Contact Information" form** and submit this form to Public Works at pwprojects@jeffcomo.org and request placement on the bidder's list in order to be considered for award.

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the State of Missouri's "Annual Wage Order" that is currently effective 10 calendar days prior to bid opening.

The County of Jefferson, Missouri 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.

All bids shall be made on the forms provided. The County of Jefferson hereby reserves the right to reject any or all bids, to waive any informality in the bids received and to accept the bid that in its judgment will be for the best interest of Jefferson County, Missouri.

Contractors and sub-contractors who sign a contract to work on public works projects must provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.

Each bid must be accompanied by a certified check or satisfactory bid bond payable to Jefferson County, Missouri, in the amount of five percent (5%) of the total amount of bid as a guarantee that the successful bidder will enter into a contract and furnish the required bonds within fifteen (15) days after the award is made.

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders, which are defined in the General Conditions of this Construction Contract, that have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the County (on the basis of the County evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

2.1 All documents for bidding will be available online for interested bidders to access and print. The bidder is responsible for any bid document printing costs.

3. QUALIFICATIONS OF BIDDERS

3.1 To demonstrate qualifications to perform the Work, each Bidder must submit with his bid, written evidence of previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

4.2 Before submitting his Bid each Bidder will, at his own expense, make such investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.3 On request, the County will provide each Bidder access to the site to conduct such investigations and tests, as each Bidder deems necessary for submission of his Bid.

4.4 The lands upon which the Work is to be performed rights – of - way for access thereto and other lands designated for use by the Contractor in performing the work are identified in the General Conditions, General Requirements, Special Provisions or Drawings.

5. INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the County Engineer. Replies will be issued by Addenda mailed or electronically delivered to all parties recorded by the County Engineer as having received the Bidding Documents. Oral and other interpretations or clarifications will be without legal effect.

6. CONTRACT TIME

6.1 The number of days within which, or the date by which, the Work is to be completed and the Bid price is to remain in effect is set forth in the Bid Form and will be included in the Agreement.

7. SUBSTITUTE MATERIALS AND EQUIPMENT

7.1 The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the County Engineer, application for such acceptance will not be considered by County Engineer until after the "effective date of the Agreement".

8. SUBCONTRACTORS, ETC.

8.1 No subcontract may be awarded by the Contractor under this Contract to anyone without approval of the County. In order for such approval to be obtained, the Contractor shall **submit with the bid the Name and Address** of the proposed subcontractor(s) for verification. The proposed subcontractor(s) must also submit, through the Contractor, the following documents in an acceptable form:

1. Copy of any subcontracts;
2. Certification by proposed subcontractor regarding equal employment opportunity;
3. Certification by proposed subcontractor concerning labor standards and prevailing wage requirements;
4. Any such other documents and evidence as the County may reasonably request to show that the subcontractor has fully complied with any reporting requirements to which it is or was subject.
5. Affidavit of Federal Employment Authorization to be completed and turned in by proposed subcontractors
6. Subcontractor shall have certificate of insurance with the same limits as the prime contractor listing Jefferson County Public Works as Additional Insured and as a certified holder. The endorsement is also required.
7. E-verify MOU in its entirety.

The documents by proposed subcontractors are not required to be attached to the Contractor's Bid.

9. BID FORM

9.1 The Bid Form is attached hereto.

9.2 Bid Forms must be completed in ink or by typewriter or computer. The Bidder shall indicate, in figures, a unit price for each item on the form for each sub category. In case of discrepancy between the gross sum shown on the bid and that obtained by adding the products of the quantities of work and the unit prices, the bidder agrees that the unit prices shall govern, and any errors found in said products and gross sum may be corrected by the County.

9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and

state of incorporation shall be shown below the signature.

9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

9.5 All names must be typed or printed below the signature.

9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

9.7 The address to which communications regarding the Bid are to be directed must be shown.

10. BID SECURITY

10.1 Bid Security shall be made payable to "Jefferson County," in the amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety.

10.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security within 15 days of the Notice of Award. Failure to do so may result in the annulment of the Notice of Award and forfeiture of the Bid Security. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the "effective date of the Agreement" (which is the date when the agreement has been executed by all parties) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

11. SUBMISSION OF BIDS

11.1 **Bids shall be submitted, in triplicate**, at time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

12. MODIFICATION AND WITHDRAWAL OF BIDS

12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

12.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

13. OPENING OF BIDS

13.1 Bids will be opened publicly.

13.2 When Bids are opened publicly they will read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

14. BIDS TO REMAIN OPEN

14.1 All Bids shall remain open for sixty days after the day of the Bid opening, but the County may at their sole discretion, release any Bid and return the Bid Security prior to that date.

15. BID SUBMITTAL REQUIREMENTS

15.1 Failure to submit the following required documents prior to the bid opening will make the bid non-responsive and not eligible for award consideration:

- Notice to Contractors
- Certification Regarding Anti-collusion
- Certification Regarding Use of Contract Funds for Lobbying
- Certification Regarding Debarment and Suspension
- Certification Regarding Affirmative Action and Equal Opportunity
- Bid Guaranty
- Acknowledgement of Addenda, if applicable
- Bid to be submitted in ink with proper signatures with no white out or initialed changes
- Balanced Bid
- Delinquent Taxes Affidavit or Proof of Payment
- Certificate of Insurance

16. AWARD OF CONTRACT

16.1 The County reserves the right to reject any and all bids, to waive any and all informalities, and the right to reject non-responsive bids with County Council concurrence.

16.2 In evaluating Bids, the County shall consider whether the Bid meets all requirements of the advertisement and proposal, and any alternates and all unit prices requested in the Bid forms are provided.

16.3 The County may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the County.

16.4 The County may conduct such investigations as they deem necessary to assist in the evaluation of whether any Bid is responsive in accordance with the Contract Documents to the County's satisfaction within the prescribed time.

16.5 If the contract is to be awarded, the County will give the Successful Bidder a Notice of Award within sixty days after the date of the Bid opening.

17. LIQUIDATED DAMAGES

17.1 Provisions for liquidated damages, if any, are set forth in the agreement.

18. PERFORMANCE AND OTHER BONDS

18.1 Section 30 of the General Conditions set forth the County's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to the County it shall be accompanied by the required Contract Security.

19. SIGNING OF AGREEMENT

19.1 When the County gives a Notice of Award to the Successful Bidder, it will be accompanied by at least four unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter, the Contractor shall sign and deliver at least four counterparts of the Agreement to the County with all other Contract Documents attached. The County will return one executed Contract Agreement to the Contractor.

20. FAILURE TO EXECUTE AGREEMENT

20.1 Failure to execute the agreement and to file the acceptable contract bonds within 15 days after the unexecuted agreement has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the bid guaranty. A bidder failing to file an acceptable bid or contract bond from an approved surety or failing to execute the agreement within the time provided, resulting in a cancellation of the award to that bidder, disqualifies that bidder, and any other firm having common ownership or control with that bidder, from performing any work on the County project or projects which are the subject of that bid, as a prime contractor, a subcontractor or a supplier.

END OF INSTRUCTIONS TO BIDDERS

NOTICE TO CONTRACTORS

Sealed bids for the proposed work will be addressed and delivered to the office of The County Clerk, 729 Maple Street, Jefferson County Administration Center, Hillsboro, Missouri until 2:00 o'clock P.M. (CDST) on October 24, 2017, and at that time will be publicly opened. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, and accompanied by the other required documents. Bids submitted via fax or electronic will be rejected. Late Bids will not be accepted and will be returned to the sender, unopened. **PREBID MEETING will be held at 2960 Lee Pyle Road, Desoto, Missouri, 63020 on September 27, from 1:00 pm -2:30 pm.**

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes the remodeling of a single-story slab-on-grade, pre-engineered steel building; with all steel siding and roof; with associated space reconfigurations, electrical alterations, HVAC, and plumbing improvements. The contractor will be responsible for providing the materials and labor necessary to complete the project in a timely manner in accordance with these Specifications and Job Special Provisions. The contractor shall be responsible for arranging delivery of materials to job sites. The bid shall also include disposal of all waste and demolition materials.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified:

Calendar Days: 90

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day: \$ 250

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

Paper Bid Bond
 Cashier's Check

(6) **TAXES:** No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects

which are funded in whole or in part by Federal funds.

(7) **MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:** Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

(8) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure 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.

(9) **PREVAILING WAGE (STATE ONLY):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The applicable State Wage Rates for this contract are detailed in the "Annual Wage Order" that is effective 10 calendar days prior to bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted with the bid.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/docs/default-source/forms/affidavit_of_compliance.pdf?sfvrsn=2

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(13) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Boyer Bldg & Design, Inc, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below:

sole individual

partnership

joint venture

corporation, incorporated under laws of state of **MO**

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 24 day of Oct 20 17

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

Q13
Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Joshua Boyer, President

Please print or type name and title of person signing here

Attest:

Q13
Secretary of Corporation if Bidder is a Corporation

Stephanie M. Furtado
Notary

STEPHANIE M. FURTADO
Notary Public - Notary Seal
State of Missouri, Jefferson County
Commission Number 12733343
My Commission Expires Jan 20, 2021

Attn: Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(14) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(13) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Boyer Bldg & Design, Inc, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

sole individual

partnership

joint venture

corporation, incorporated under laws of state of MO.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

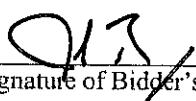
Executed by bidder this 24 day of Oct 20 17.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.


Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Joshua Boyer, President

Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(14) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(15) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder. Per Section 130.060; Part A(3) of the Jefferson County Code of Ordinances, the County Council reserves the right to give preference and award the contract to a contractor based within Jefferson County when the difference in the delivered price is negligible. The Public Works Department define the term 'negligible' in this section of the Code of Ordinance to mean less than a one-percent (1%) difference in the total bidding price. The County may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the County. The County may conduct such investigations as they deem necessary to assist in the evaluation of whether any Bid is responsive in accordance with the Contract Documents to the County's satisfaction within the prescribed time. If the contract is to be awarded, the County will give the Successful Bidder a Notice of Award within sixty days after the date of the Bid opening. Section 39 of the General Provisions set forth the County's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to the County it shall be accompanied by the required Contract Security. When the County gives a Notice of Award to the Successful Bidder, it will be accompanied by at least four unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Contractor shall sign and deliver at least four counterparts of the Agreement to the County with all other Contract Documents attached. The County will return one executed Contract Agreement to the Contractor.

(16) **SALES AND USE TAX EXEMPTION:** County of Jefferson, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

(17) **ITEMIZED BID:** The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

)

BID FORM

TO: JEFFERSON COUNTY, MISSOURI
BID FOR: REMODELING OF EXISTING COUNTY HIGHWAY DEPARTMENT STAFF
AND STORAGE SHED -EAST
PROJECT NO. PW17B022BLD

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with the County in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty days after the day of Bid opening. BIDDER will sign the Agreement and submit all documents required within fifteen (15) days after the COUNTY'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary; and
 - (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.
4. Bidder will complete project for the following unit prices. It is understood that the quantities given for the following bid items are not guaranteed by the Jefferson County Public Works Department and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job: and that the sum of quantities listed below, multiplied by the unit price shall constitute the gross sum bid.

Lump Sum Bid

Total Cost \$ 198,784.00

One Hundred Ninety Eight Thousand Seven Hundred Eighty Four Dollars and Zero Cents

5. BIDDER agrees that the work will be completed within the working days assigned or the CONTRACTOR shall pay the COUNTY, not as a penalty but as **liquidated damages**, a sum equal to Two Hundred, Fifty Dollars (**\$250.00**) for each calendar day elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

The County reserves the right to negotiate additional terms for the time of completion with the successful bidder.

6. Communications concerning this Bid shall be addressed to the following:

Address: 1701 Towne View Dr

DeSoto, MO 63020

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

8. BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date: _____ Number: _____

10-16-17

1

(receipts of all of which is hereby acknowledged) and also copies of the Bid Notice and the Instructions to Bidders:

SUBMITTED on October 24, 2017

By Boyer Bldg & Design, Inc
(Corporation Name)

MO
(State of incorporation)

By JR Joshua Boyer
(Name of person authorized to sign) (Signature and typed)

President
(Title)

(Corporate Seal)

Attest: JR Stephanie M Furtado
(Secretary) (Signature and typed) Notary

Business address: 1701 Towne View Dr

DeSoto, MO 63020

Phone No.: 636-337-9119

STEPHANIE M. FURTADO
Notary Public - Notary Seal
State of Missouri, Jefferson County
Commission Number 12733343
My Commission Expires Jan 20, 2021

SUBMITTED on October 24, 2017

By Boyer Bldg & Design, Inc
(Corporation Name)

MO
(State of incorporation)

By JR Joshua Boyer
(Name of person authorized to sign) (Signature and typed)

President
(Title)

(Corporate Seal)

Attest _____
(Secretary) (Signature and typed)

Business address: 1701 Towne View Dr
DeSoto, MO 63020

Phone No.: 636-337-9119

BID BOND

Suitable bid security in the amount of:

Nine Thousand Nine Hundred Thirty Nine Dollars and Twenty Cents

(\$ 9,939.20) Dollars and equal to five (5%) percent as called for in the advertisement for bids which accompanies this proposal. This sum is to be forfeited to the County of Jefferson if the party or parties making the proposal fail to enter into a contract with the approved securities within fifteen (15) days after the Notice of Award has been made. The undersigned has examined the Plans and Specifications for the work to be done and has satisfied himself as to the work to be done and the conditions under which it must be carried out.

The Contractor shall commence work within three (3) days after the date of a written Notice to Proceed from the County and shall fully complete all work under this proposal within the scheduled time established by the Contract Documents. This proposal shall be equally binding to all heirs, administrators, executors, successors and assigns.

FIRM NAME Boyer Bldg & Design, Inc

BY 

TITLE President

ATTEST _____

TITLE _____

ADDRESS 1701 Towne View Dr

DeSoto, MO 63020

TELEPHONE 636-337-9119

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable)

STATE OF MO)
COUNTY OF Jefferson) SS.

On this 24 day of October 2017, before me appeared Soshya Boyer to me personally known, who, being by me first duly sworn, did say that he executed the forgoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint ventures) is fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that he executed the same, with written authority from, and as the free act and deed of, all said partners or joint venturers.

(if a corporation) that he is the President
(President or other agent)

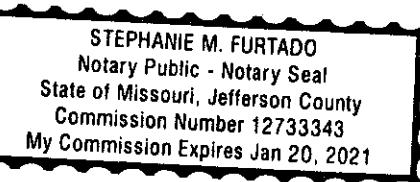
of Boyer Bldg & Design, Inc; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at DeSoto, MO,
The day and year first above written.

(SEAL)

Stephanie M Furtado
Notary Public

My commission expires January 20 20 21



ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF MO)
COUNTY OF Jefferson) ss

On the 24 day of October, 2017, before me appeared Joshua Boyer, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the President of Boyer Bldg & Design, Inc, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Jefferson County. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by Jefferson County, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.


Affiant Signature

Subscribed and sworn to before me in DeSoto, MO, the day and year first above-written.
city (or county) state


Stephanie M. Furtado
Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization]
Notary Public Notary Seal
State of Missouri, Jefferson County
Commission Number 12733343
My Commission Expires Jan 20, 2021

AGREEMENT FORM

THIS AGREEMENT is dated as of 10/24 in the year 2017 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and Boyer Bldg & Design, Inc (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \$ 198,784.00, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the **Remodeling of Existing County Highway Department Staff and Storage Shed - East Project**. The work is generally described as follows:

The proposed work includes the remodeling of a single-story slab-on-grade, pre-engineered steel building; with all steel siding and roof; with associated space reconfigurations, electrical alterations, HVAC, and plumbing improvements. The contractor will be responsible for providing the materials and labor necessary to complete the project in a timely manner in accordance with these Specifications and Job Special Provisions. The contractor shall be responsible for arranging delivery of materials to job sites. The bid shall also include disposal of all waste and demolition materials.

ARTICLE 2. ENGINEER

The County has designated the Director of Public Works, who is hereinafter called ENGINEER and who has the authority assigned to OWNER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The County will issue a Notice to Proceed for purchasing materials to the CONTRACTOR 20 days before the Notice to Proceed with the work on site. The Contractor will begin work on site and will continuously prosecute the work to the completion of the project. Allowance will be made for weather conditions and other occurrences beyond the control of the CONTRACTOR. All work on the building site shall be completed in 90 calendar days.

If the CONTRACTOR is unable to begin work as required, the ENGINEER shall be notified in writing. Unless the ENGINEER gives written approval for a delay in beginning the work, calendar days will begin to be counted for liquidated damages. The count will continue until the CONTRACTOR begins full operation. The count will resume when work is suspended, or full operation is not maintained.

3.2 Liquidated Damages. The Contractor agrees that should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this contract, the Contractor shall pay the County, not as a penalty but as liquidated damages, a sum equal to Two

Hundred, Fifty Dollars (\$250.00) for each calendar day elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the contract documents in current funds.

Remodeling of Existing County Highway Department Staff and Storage Shed - East-PW17B022BLD

Lump Sum Bid

Total Project Cost \$ 198,784.00

NOTICE TO BIDDER - Bidders must complete the above section in its entirety.

4.2 All costs associated with obtaining any necessary permits need to be included in the cost estimates above.

5.0 Contractor shall submit Application for Payment in accordance with Paragraph 23 of the General Conditions. The Engineer as provided in the General Conditions will process application for Payment. The Contractor shall utilize the Application and Certification for Payment, AIA Document G702, or comparable document for all Applications of Payment.

5.1 Progress Payment. Owner will make progress payments per the Contract Bid Price on the basis of the Contractor's Application of Payment as recommended by the Engineer, on or about the First day of each month during the construction as provided below. All progress payments will be on the basis of the Work measured on the job site.

5.1.1 When the Contractor receives any payment from the Owner, the Contractor shall make prompt payment to subcontractors and suppliers.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 23 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by the ENGINEER.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the County to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract

Documents, Work, locality, and with all local conditions and federal laws, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site of otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications. When the information is available it will either be included in the bid documents or made available at the Jefferson County Public Works Department for the Contractor's review.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 9 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports or similar data will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement (if any)
- 7.3 Contract Performance and Payment and Materials Bonds, consisting of 3 pages.
- 7.4 Notice of Award
- 7.5 General Conditions (page 27 to 42, inclusive).
- 7.6 Specifications bearing the title PROJECT SPECIFICATIONS Remodeling of Existing County Highway Department Staff and Storage Shed - East - PW17B022BLD and consisting of all pages as listed in the table of contents thereof.
- 7.7 Addenda numbers 1 to 1, inclusive.
- 7.8 CONTRACTOR'S Bid and all attachments

7.9 Documentation submitted by CONTRACTOR prior to Notice of Award

7.10 Any Modification, including Change Orders, duly delivered after execution of agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 25 of the General Conditions).

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 9. OTHER PROVISIONS

9.1 Access to records. In connection with this Contract the County shall have access to any books, documents, papers, and records of the CONTRACTOR, which are directly pertinent to this project for the purpose of making an audit, examination, excerpts, and transcriptions.

9.2 Applicable Laws and Regulations. The CONTRACTOR expressly agrees to comply with all applicable rules and regulations as set forth in the Contract Documents or as may be required by law, and further agrees to submit all certifications, notices, and affirmative action plans as may now or hereafter be required, and to place such conditions and provisions in any and all subcontracts as may be required.

9.3 Conflict of Interest. The CONTRACTOR covenants that he or she presently has no interest of any kind and shall not acquire any type of interest, direct or indirect, in the program or any property therein, which would conflict in any manner or degree with the performance of his or her services and obligation hereunder. The CONTRACTOR further covenants that in the performance of this contract, no person known to have any conflicting interest shall be knowingly employed in the performance of this Contract.

ARTICLE 10. VENUE

10.1 It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County, Missouri.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in quadruplicate. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

FOR: JEFFERSON COUNTY, MISSOURI

BY: Kenneth Waller Date: 11/22/2017
COUNTY EXECUTIVE

ATTEST: Randy B Holman Katherine E. Moxey
COUNTY CLERK DEPUTY CLERK

FOR: Boyer Bldg & Design, Inc

BY: QIR Date: October 24, 2017
CONTRACTOR

ATTEST: _____

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Dale 11/13/17
COUNTY AUDITOR

APPROVED AS TO FORM

Tay
COUNTY COUNSELOR

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned _____

Joshua Boyer of Boyer Bldg & Design, Inc
(firm) _____

*a (corporation) duly authorized by law to do business as a construction contractor in the
(partnership)

State of MO (hereinafter called the "Contractor"), d _____

CJ Thomas (hereinafter called the "Surety"), a corporation
duly authorized to do a Surety business under the laws of the State of Missouri, are held
firmly bound unto Jefferson County, (hereinafter called the "County"), in the penal sum
of _____ Dollars (\$ _____), lawful money of the United States, for the
payment of which to be made unto said County, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents as
follows:

The conditions of this obligation are such that, whereas on the 24 day
of October, 2017, the said Principal entered into a written Agreement, which
Agreement is hereby made a part hereof, with the said County for the construction of
Boyer bldg & Design, Inc _____

NOW THEREFORE, if the said Principal shall faithfully and properly perform the
foregoing Contract according to all the terms thereof, and shall, as soon as the work

contemplated by said contract is completed, pay to the proper parties all amounts due for all labor and material required by this contract in the construction work, and all insurance premiums for both compensation and all other kinds of insurance on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise it shall remain in full force and effect, and may be sued on for the use and benefit by any person furnishing material or performing labor, either as an individual or as a subcontractor, for any contractor in the name of said County.

Every Surety on this bond shall be deemed held, any contract on the contrary notwithstanding, to consent without notice.

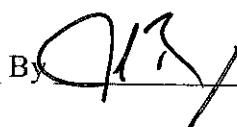
- a) To the extension of time to the Contractor in which to perform the contract.
- b) To changes in the plans, specifications, amount of work or contract.

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in

_____ original counterparts as of the 24 day of Oct, 2017.

(SEAL)

Attest:

By 

(SEAL)

Attest:

_____ By _____

PAYMENT AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, Boyer Bldg & Design, Inc
Principal and Address

as Surety, are held and firmly bond unto The County of Jefferson, Missouri, hereinafter called Obligee, in the amount of \$ _____, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, trustees, and assigns firmly by these presents.

WHEREAS, the Principal has entered into a contract with Obligee for

Jefferson County Hwy Dept Remodel _____; and
describe briefly

WHEREAS, the Obligee requires that the Principal enter into a surety bond satisfying the terms of Section 107.170 R.S.Mo.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall pay, or cause to be paid in full, the claims of all persons performing labor upon, or furnishing materials to be used in, or furnishing appliances, equipment or power contributing to such work under said contract, then this obligation shall be void; otherwise to remain in full force and effect. The total amount of surety's liability under this bond shall in no event exceed the amount hereof, and in no event shall the undertaking hereby be construed to impose liability on the surety beyond that required by the terms of Section 107.170 R.S.Mo.

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL

By

SURETY

By

(ACKNOWLEDGMENT FOR PRINCIPAL)
(ACKNOWLEDGMENT AND POWER OF ATTORNEY FOR SURETY)

GENERAL CONDITIONS

1. DEFINITIONS:

The following terms as used in these Contract Documents are respectively defined as follows:

a) "Owner"	A person, firm, corporation, municipality or Government agency, by which the Contract will be awarded. Where ever the Owner is specified, it shall also be construed to mean his authorized representative.
b) "Consultant"	The Engineering firm responsible for the preparation of construction plans.
c) "Contractor"	The person, firm, or corporation to whom the contract is awarded.
d) "Subcontractor"	A person, firm, or corporation, performing any part of the Contractor's obligations hereunder at the site of work excluding, however, the furnishing of standard materials, such as cement, lumber, and other materials not worked to a special design under the plans and specifications for the work.
e) "Contract Documents"	The agreement subscribed by the parties, the Invitation to Bidders, Information for Bidders, the Proposal, and the Plans and Specifications.
f) "Work"	The furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion and carrying out of all duties and obligations of the Contractor under the Contract Documents.
g) "Days"	Except where otherwise specifically provided in the Contract Documents, calendar days including Sundays and Holidays.

2. NOTICE:

Unless otherwise specified herein, any notice required under the Contract Documents shall be deemed given if deposited in the United States mail, first class postage prepaid.

Notice may also be given by hand delivery to the authorized representative.

3. INTENT OF THE CONTRACT DOCUMENTS:

The intention of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation and all other expense as may be necessary for the proper execution of the work.

In interpreting the Contract Documents, words describing materials of work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers and the trade.

The work shall be executed in strict conformity with the plans and specifications.

The Contract Documents are complimentary and what is called for by any one shall be as binding as if called for by all. Anything stated in the specifications and not shown in the drawings, or shown in the drawings and not stated in the specifications, shall be of like effect as if shown or stated in both.

4. PLANS:

Unless otherwise provided in the Contract Documents, the Owner will furnish the Contractor free of charge, one full size set of reproducible prints, one full size set of printed plans, one half size set of printed plans and one set of unbound specifications. The Contractor will be responsible for reproducing the plans necessary to carry out all the work. In addition to the prints and printed plans and specifications noted above, the Contractor may have all remaining sets of plan used for bidding purposes excluding those for use by County personnel.

In case of discrepancy in the plans, the matter shall be immediately submitted to the Consultant or Owner without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

5. SUPERVISION AND PERSONNEL:

The Contractor shall have at the work site at all times a job supervisor. That individual shall be capable of reading and understanding the project plans and specifications, have authority to order materials and equipment, and have authority to execute work as directed by the Owner. The Contractor shall provide the name and phone numbers of the person appointed as job supervisor prior to issuance of notice to proceed.

All workers shall have sufficient skill and experience to properly perform the work assigned to them. The owner may demand the dismissal of any person employed by the contractor in, about or upon the work who engages in misconduct, is incompetent or negligent in the due and proper performance of

assigned duties, or who neglects or refuses to comply with any proper directions given. Such person shall not again be employed thereon without the written consent of the owner. Should the contractor continue to employ or re-employ any such person, the owner may suspend the work until the contractor complies with such orders.

6. COMPLIANCE WITH LAWS:

The Contractor shall comply with all laws, ordinances, rules and regulations bearing in the conduct of the work and shall obtain at his expense all permits and licenses necessary for the prosecution of the work.

The Contractor shall be responsible for the payment of all Federal, State, municipal or local taxes, including but not limited to sales and use taxes, applicable to the performance of the contract and shall indemnify and hold harmless the Owner from the consequences of his failure to pay such taxes.

A sales tax exemption for construction materials is allowed by RSMo Section 144.062 RSMo, which applies to contractors for the County. Jefferson County will issue an exemption certificate to the contractors, subcontractors and suppliers for the purchase of materials used in construction.

7. USE OF JOB SITE:

The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to limits indicated by law, ordinance, permits, easements or plans and shall not encumber the premises with his materials.

The Contractor shall not load or permit any part of any structure to be loaded to the extent that its safety may be endangered.

8. SANITARY PROVISIONS:

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the sanitary requirements of law or ordinance.

9. SURVEYS:

The Contractor shall provide all surveys necessary to the performance of his work. All work shall be done to the lines, grades and elevations shown on the plans. Any work done without being properly located may be ordered removed and replaced at the Contractor's expense.

The Owner or Consultant may, in his sole discretion, check from time to time the reference marks, lines, grades and measurements established by the Contractor but his exercise or failure to exercise such right shall not relieve the Contractor of his obligation under the preceding paragraph.

10. CONDITIONS AT THE SITE:

The Contractor shall make such investigations of conditions above or below the surface of the ground, as

he may deem necessary for the proper and timely performance of his work, including but not limited to the making of borings. No oral representations by any persons respecting such conditions shall in any manner be binding upon the Owner or the Consultant.

The Owner may have, for its own use, made borings at or near the site of the work. The boring data, if collected, will be made available to the Contractor, for his own convenience, if he desires to examine it.

Any interpretations or conclusions drawn by the Contractor from such data shall be his own and the Owner makes no representation or guaranty concerning the accuracy or completeness of such data.

11. UTILITIES AND OTHER OBSTRUCTIONS:

It shall be the sole responsibility of the Contractor in the performance of the contract to locate and avoid all utilities, other structures and obstructions whether located below or above the surface of the ground. For that purpose he shall employ all necessary precautions and methods to prevent damage to utilities, other structures and obstructions. In the event such damage does occur, the Contractor shall be solely liable therefore and he shall notify the affected utility and Owner immediately, make or have made all necessary repairs and bear the expense thereof and all damage caused thereby.

If the Contractor finds he cannot safely work at a location designated in the plans and specifications, either because of utilities, other structures or obstructions that may be damaged, he shall notify the Owner immediately.

Certain information relating to piping and underground utilities and structures, such as gas mains, water mains, and electric duct lines, has been gathered by the Consultant for its purposes and has been shown on the plans for the convenience of the Contractor and for such use as he may, at his own risk, desire to make of it. Any interpretations or conclusions drawn by the Contractor from such data on the plans shall be his own and the Owner and the Consultant makes no representations or guaranty concerning the accuracy or completeness of such data.

12. STRUCTURES ENCOUNTERED AND PROTECTION OF LIFE AND PROPERTY:

The Contractor shall, at his own expense, support and protect all buildings, bridges, conduits, wires, water pipes, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all other public or private property that may be encountered or endangered in the execution of the work herein contemplated. He shall replace, repair or to otherwise make good any damage caused to any such property to the satisfaction of the Owner thereof.

In the event the Contractor does not perform his obligations under the preceding paragraph, the Owner reserves the right at its election to make good any damage to public or private property caused by the work of the Contractor and the cost thereof shall be borne by the Contractor.

In the event the Contractor refuses or fails to pay bills therefore upon presentation, the Owner may pursue any remedies available to it or may deduct the amount thereof from any money that may be due the Contractor hereunder from time to time.

Throughout the performance of the work, the Contractor shall construct and adequately maintain suitable and safe crossings over the trenches, and such detours as are necessary to care for the public and private traffic. The material excavated from trenches shall be deposited in such manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other contractors or to

the Owner.

The Contractor at his own expense shall provide the necessary watchmen and sufficient warning lights and barricades and take such other precautions as are necessary to protect life and property.

The Contractor shall provide watchmen or additional watchmen at any point where they may be requested by the proper official of any municipality or governmental body affected.

Nothing in this section shall be construed as requiring the Contractor to provide a road patrol.

13. PROTECTION OF WORK:

The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the work against adverse weather conditions and for handling all storm and flood water, sewage, seepage, ice or snow that may be encountered during the performance of the contract and the manner for providing for such contingencies and for carrying on the work in freezing weather shall meet with the approval of the Owner. If the Contractor shall fail to provide such protection or in the event of emergencies, the Owner may provide such protection at the Contractor's expense.

The contractor assumes all risk of damage to or destruction of the work covered by this contract until the work is completed and accepted by the Owner and shall repair or replace at his expense any work damaged or destroyed prior to such completion and acceptance regardless of cause.

14. ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes shall be observed.

15. OTHER CONTRACTS:

The Owner may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors, and carefully schedule and fit his own work to that work provided under the other contract. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor.

16. CLEANING UP:

The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish and at the completion of the work shall remove from and about the site all his rubbish, tools, equipment, scaffolding and surplus materials and shall leave his work clean and ready for use.

17. SURVEILLANCE:

The Contractor shall provide safe, sufficient and proper facilities at all times for the surveillance of work

by the Consultant, the Owner, the Missouri Department of Transportation, the Federal Highway Administration, or any other governmental agency, it being agreed that these agencies have the right of entry.

The Contractor shall within 24 hours after receiving written notice from the Owner proceed to remove all materials rejected by the Owner, whether worked or unworked, and take down all portions of the work, which shall be considered as unsound or improper, or in any way failing to conform to the plans and specifications.

Should it be considered necessary or advisable by the Owner at any time before acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall, on written request, promptly furnish all necessary facilities, labor, and material for that purpose. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.

Unless otherwise provided in this contract, acceptance by the Owner shall be made as promptly as practicable after completion of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guarantee.

18. MATERIALS AND WORKMANSHIP:

Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. When required by the plans and specifications, the Contractor shall furnish the Owner or Consultant, for approval, certified copies of test results made of the materials or articles, which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with established practice and standards recognized by architects, engineers and the trade.

19. "OR EQUAL CLAUSE":

Whenever, in these specifications or in any of the Contract Documents, any article, appliance, device or material is designated by a manufacturer's or vendor's or proprietary or trade name and such words are not followed by the condition "or equal", it shall be deemed that the words "or equal" do follow such designation unless the text clearly requires a contrary interpretation. Any article or material equaling the standards fixed may be used in place of that specifically mentioned by the specifications, provided that the material proposed is first submitted to and approved by the Owner or Consultant.

If by reason of the unavailability of material or equipment, a substitute item of material or equipment is approved by the Owner or Consultant, the Owner shall receive the benefit of any economy resulting from the substitution.

20. SCHEDULE AND PROGRESS REPORTS:

The Contractor shall, within 15 calendar days after date of Notice to Proceed, submit to the Owner five copies of a diagram covering operations in the work for the County's review and approval subject to update. The diagram will be used as a basis for review of monthly progress reports until the project is completed. At the request of the Owner, the diagram may be updated to demonstrate actual progress.

21. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The parties recognize that time is of the essence of this contract and, after the Contractor receives notice to proceed from the Owner, the work to be performed hereunder shall be commenced and shall be completed within the respective number of days specified in the proposal.

If the Contractor fails to complete the work within the time specified, or any extension thereof granted hereunder, the Contractor should pay the Owner the sum specified in the Contract for each calendar day (excluding Saturdays, Sundays, and Legal Holidays) the Contractor is in default. It is agreed that said daily sum is to be paid, not as a penalty, but as compensation to the Owner as liquidated damages for loss which the Owner will suffer because of such default through increased administrative and engineering costs and other tangible and intangible costs. Such damages may be at the Owner's option, be deducted from any monies held by it which are payable to the Contractor.

The completion of the work included under this Contract is defined for purposes of determining liquidated damages, as that time when all of the structures and appurtenances have been completed and tested and are, in the opinion of the Owner, ready for continuous permanent use and occupancy for the purposes intended, which includes all grading, cleaning up, or other minor work which is required to provide a completed project in accordance with the plans and specifications. The date shall be the date of a letter from the Owner to the Contractor indicating substantial completion or final acceptance.

22. EXTENSION OF TIME:

The Contractor shall not be entitled to any extension of time for completion of the work as herein above specified unless the Contractor, within 10 days from the beginning of any delay, notifies the Owner in writing of such delay and the cause thereof and the Owner shall determine:

- a. That such delay arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors arising from such unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors; and
- b. That the Contractor cannot complete the work within the time specified solely by reason of such causes.

The Owner shall make a determination as soon as practicable after the Contractor's notice is received and

shall decide the amount of additional time, if any, for completion of the work which conditions justify.

23. FORFEITURE OF CONTRACT:

Should the Contractor at any time refuse, neglect or fail to supply a sufficient number of properly skilled workmen or sufficient equipment or materials of the proper quality, or execute the work with diligence and in accordance with approved schedules, or fail in the performance of any of the covenants herein contained, the Owner may, after three days written notice to the Contractor and his bonding company, provide any such labor, equipment or materials and deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract.

Alternatively, the Owner, may after ten days written notice to the Contractor and his bonding company, terminate the employment of the Contractor for said works and enter upon the premises and take possession of all materials, tools and equipment thereon and finish or contract with others to finish the work. The Owner and such others may use such materials, tools and equipment to finish the work. The Contractor shall not be entitled to rental or other compensation for the use of his construction tools and equipment, but shall only be entitled to the return thereof in the condition existing when possession was taken, ordinary wear and tear excepted. In case of such discontinuance of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expenses incurred by the Owner to the Contractor, but if such expenses shall exceed such unpaid balance, the Contractor shall pay the difference from money then due or thereafter to become due to the Contractor under this contact. The expense incurred by the Owner as here provided for finishing the work and its cost incurred through such default shall be certified by the Consultant, whose certificate thereof shall be conclusive and binding upon the parties. The remedies of the Owner under this Article are exclusive of and in addition to any other contained in this contract, the Contractor's bonds, or provided by law.

24. PAYMENTS:

The Contractor shall receive as full compensation for all work hereunder a sum equal to the value of the work done based in his proposal, attached hereto and made a part of this contract.

Payment shall be made to the Contractor monthly, based upon the approved pay request. All Applications for Payment shall be submitted on the Application and Certificate for Payment form, AIA Document G702, or comparable. The final payment shall be paid to the Contractor, subject to approval of the final change order, within 30 days after completion and acceptance of the entire work herein contracted for, and upon receipt by the County, and approval of, all final documentation. Final documentation shall include the release by materials suppliers and subcontractors of having received full payment.

By the 15th of each month, the Contractor shall submit to the Owner an invoice containing an estimate of the percentage of the total work under the contract accomplished to the end of such month. The invoice shall be in such form and detail as required by the Owner.

The requirements set forth in Section 109 of the Missouri Standard Specifications For Highway Construction for payments, retained percentage, release of retained percentage, prompt payment to subcontractors and suppliers and final payment shall apply to all contracts where the Federal Government is participating in the cost of construction.

25. PAYMENTS NO EVIDENCE OF PERFORMANCE:

No certificate for payment made under this contract except the final certificate of final payment, shall be evidence of the performance of this contract, either wholly or in part. No Payment shall be construed to be an acceptance of defective work or improper materials.

26. CHANGES:

The Owner and/or the Consultant shall have the right to make changes within the scope of the work or change the quantities of the work to be performed. No such change shall be valid unless made in writing by the Owner or Consultant, and for all Federal Aid Contracts such changes shall first be approved by both the Missouri Highway and Transportation Department and the Federal Highway Administration.

In the event such changes cause an increase or decrease in the Contractor's cost of or time required for performance of the contract, the contract price and/or period of performance shall be equitably adjusted; provided, the increase or decrease in the amount of the work for which unit prices apply under the specifications shall be computed by multiplying the change in quantities (measured as provided in the contract documents) of such work by such contract prices.

In the absence of a bid price for a given item of work not provided for nor fairly included in the bid prices for other items of work, a written agreement may be made between the Owner and the Contractor to be included in the written order for such extra work.

Whenever the Contractor and the Owner are unable to agree on prices for extra work and the Owner directly or acting through the Consultant orders the Contractor to proceed with the work by force account, the work will be paid for in the manner herein described and the compensation thus provided shall constitute full payment for said work. Payment will be determined as follows:

For all materials purchased by the Contractor and used in the force account work, he will be paid the actual cost of such materials, including sales taxes if required, and freight and delivery charges as shown by original receipted bills, to which will be added an amount equal to 15 percent if the sum thereof. The Owner or Consultant, however, reserves the right to approve or to reject the materials to be used and the sources of supply of any materials furnished by the Contractor.

For all equipment and machinery used in the force account work, the Contractor will be paid reasonable operated and maintained rental prices to which no percentages will be added.

The Contractor will be paid the cost of wages for all labor while engaged in the force account plus the actual cost chargeable to the force account work of workmen's compensation insurance, social security taxes, unemployment compensation insurance and such additional amounts as are paid by the Contractor by reason of an employment contract generally applicable to his employees, to which total sum will be added an amount equal to 15 percent of wages and other costs listed above. In evidence of the costs of labor, equipment and materials for which payment is to be made under the force account order, the Contractor shall provide a certified statement of wages actually paid, together with copies of supporting payrolls, of equipment rental charges, and of bills for materials.

Wage rates used in determining the amount of the payment will be the actual wage rates paid by the Contractor for work under this contract, except that no rate used shall exceed the rate of comparable labor currently employed on the project.

Payment for services of foremen in direct charge of the specific operation will be made. Payment for the services of superintendents, timekeepers or other overhead personnel will not be made nor will payment for services of watchmen be made unless required specifically by the force account work. The actual function performed by an employee rather than his payroll title will be the criterion used in determining the eligibility of an employee's services for payment under this provision.

The types and amounts of equipment and machinery used by the Contractor in carrying out his work under the force account order shall be in keeping with normal practice for work of a similar nature, except that the Owner or Consultant may, at his discretion, limit by specific instruction the type and amounts of equipment and machinery to be used.

In computing the hourly rental of such equipment, less than 30 minutes shall be considered $\frac{1}{2}$ hour, except when the minimum rental to be paid shall be one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment to be paid for shall the time the equipment is in operation on the force account work being performed, and, in addition, shall include the time required to move the equipment to the work and return it to its original location. When approved in advance by the Owner or Consultant, towing or transporting costs will be allowed when the equipment is moved by means other than its own power. No payment will be made for moving time, towing or transporting the equipment if it is used at the site of the work on other than force account work. No payment will be allowed for the use of small tools and minor items of equipment, which, as used herein, are defined as individual tools or pieces of equipment having a replacement value of \$50.00 each or less.

For additional premiums paid on Performance and Labor and Materials Bonds by reason of increases in the account of work over and above that called for in the original contract due to the inclusion of the force account work, and for additional premiums paid on Public Liability and Property Damage Insurance by reason of extra hazard inherent in the force account work of the type called for in the original contract, the Contractor will, on presentation of substantiating evidence from his bonding and insurance carriers, be paid the actual costs of the increase in premium, to which no percentages will be added. Payment for the cost of additional premiums paid on Workmen's Compensation Insurance by reason of extra hazard introduced into the Contractor's operations by the inclusion of force account work is covered by the provisions above, except that any claim for additional cost based on the application, by reason of extra hazard, of a higher insurance rate to any portion of the payroll over and above that chargeable to the force account work under the provisions above, must be substantiated by evidence from the Contractor's insurance carrier.

The Contractor and Owner shall compare records of the work performed on a force account basis at the end of each day. These records shall be prepared in triplicate by the Contractor and shall be signed by both the Owner and the Contractor's representative, one copy being retained by the Contractor and two copies retained by the Owner.

Payment for force account work will be included in monthly progress payments.

27. LIENS AND CLAIMS:

In addition to other remedies available the Owner hereunder, in all cases of non-payment by the Contractor or a subcontractor of any sums of money due for labor, materials, supplies, equipment or other items in performing in this contract, or if at any time there should be evidence of a lien or claim chargeable to the Contractor or a subcontractor for which, if established, the Owner might become liable, the Owner is hereby authorized and empowered to retain out of any payment then due or thereafter to become due

to the Contractor, an amount sufficient to indemnify the Owner against any such lien or claim.

Alternatively, without limiting other remedies and rights of the Owner under the Contract, under the Contractor's bonds or under the law, the Owner may withhold, in addition to the 10 percent retention, a sufficient amount of payments otherwise due to the Contractor to cover payments that may be past due and payable by the Contractor or his subcontractors or suppliers for just claims for labor or materials furnished in and about the performance of the work under this contract and for failure of the Contractor to make proper payments to his subcontractors. The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The Owner will render the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

Final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete waiver or release by himself and his subcontractors and others of all liens and claims arising out of the work, or receipts in full lieu thereof, and if required, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed.

28. RESPONSIBILITY:

Nothing in the Contract Documents shall be construed as placing the work under the specific direction or supervision of the Owner or the Consultant or relieving the Contractor from his liability as an independent contractor and, as such, he shall perform his work, including, but not limited to, supervision and control of his own personnel and scheduling of the work as required to ensure its proper and timely performance, and he shall be solely responsible for the exercise of due care to prevent bodily injury and damage to property in the execution of the work.

The Owner or Consultant shall have the right of entry to the site for the purpose of verifying compliance with the plans and specifications.

29. INDEMNIFICATIONS AND INSURANCE:

Responsibility for Claims for Damage or Injury

The Contractor and surety shall indemnify and save harmless the County, and its members, agents and employees from all claims or suits made or brought for personal injury, death or property damage, caused or contributed to be caused by:

- (a) The negligence of the contractor, subcontractors, suppliers or their respective officers, agents or employees;
- (b) The creation or maintenance of a dangerous condition of or on the County's property or right of way, which condition occurred at least in part due to the acts or omissions of the contractor, subcontractors, suppliers or their respective officers, agents or employees; or
- (c) The failure of the contractor, subcontractors, suppliers of their respective officers, agents or employees, to perform the work in accordance with the plans and specifications.

Neither the County nor the Contractor, by execution of a contract, shall intend to or create a new or enlarge an existing cause of action in any third party. This provision shall not be interpreted to create any new liability which does not exist under the statutory limited waiver of sovereign immunity, or to waive or extinguish any defense which either party to this contract or their respective agents and employees may have to an action or suit by a third party.

Contractor's Responsibility for Work

Until the County accepts the work, it shall be in the custody and under the charge and care of the Contractor. The Contractor shall restore and replace, at the Contractor's expense, any lost or stolen County-owned material in the Contractor's custody or control. Damages to any portion of the work before its completion and acceptance, caused by the action of the elements or from any other reason, shall be restored or replaced at the Contractor's expense. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time. The County may, in its discretion, make such adjustments as it considers being proper for damage to the work due to unforeseeable causes beyond the control of, and without fault or negligence on the part of the Contractor.

Liability Insurance Requirements

The Contractor shall procure and maintain at its own expense, until acceptance of the project by the County, liability insurance for all damages and losses imposed by law and assumed under the contract, of the kinds and in the amounts specified in the relevant sections shown herein. Before the Contractor commences the work, the Contractor shall require the insurance company or companies to furnish to the County evidence of such insurance showing compliance with these specifications. All insurance required herein shall be occurrence policies in a form acceptable to the County, and shall remain in force until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by its formal acceptance by the County.

Each policy or its declaration pages shall provide that the policy shall not be materially changed or canceled until the County has been given at least 30 days advance notice in writing. If any policy is canceled before the contract work is complete, a satisfactory replacement policy must be in force, with notice and evidence of insurance submitted to the County, prior to the effective date of cancellation of the former policy. All evidence of insurance and notices shall be submitted to: Director of Public Works, Jefferson County Public Works Department, 725 Maple Street, PO Box 100, Hillsboro, Missouri 63050. **The Contractor shall furnish the County with a complete copy of the policy prior to the time the Contractor commences work on the site of the project.** Failure to furnish evidence of proper insurance, or complete insurance policies will result in temporary suspension of work and may result in other claims or actions for breach of contract or otherwise, as may be recognized at law or in equity.

Workers' Compensation Liability Insurance

The Contractor shall furnish evidence to the County that, with respect to the operations it performs, it carries workers' compensation insurance, or is qualified as self-insured, sufficient to comply with all its obligations under state laws relating to worker's compensation. The Contractor shall also require each subcontractor on the project to furnish the same evidence to the County. This evidence shall be furnished to and approved by the County prior to the time the Contractor or the subcontractor commences work on the site of the project.

Commercial General Liability Insurance

The Contractor shall obtain one or more occurrence-based policies of commercial general liability insurance (Form CG 00 01 or equivalent), which provide coverage for the contract work. The minimum limits of liability for commercial general liability insurance shall be: \$1,000,000 each bodily injury or property damage occurrence, combined single limit, \$2,000,000 general aggregate with a per project endorsement and \$1,000,000 products/completed operations aggregate. Each such policy shall be endorsed so as to cover liability arising from blasting if applicable, other inherently dangerous activities and underground property damage. Each such policy shall be endorsed to include broad form general liability, contractual liability and completed operations coverage.

Commercial Auto Liability Insurance

The Contractor shall obtain one or more occurrence-based policies of auto liability insurance, which provide for its owned, non-owned and hired vehicles of every type and description, which are used in the contract work. The minimum limits of liability for such insurance shall be \$1,000,000 combined single limit.

Additional Insureds

Each such policy of commercial general liability insurance shall name the County of Jefferson and its employees as additional insureds. Each commercial general liability insurance policy shall also contain a separation of insureds condition. The insurance afforded by the Contractor shall be primary insurance.

Subcontractor's Coverage

If any part of the contract is subcontracted, each subcontractor, or the Contractor on behalf of the subcontractor, shall obtain the same commercial general liability insurance and commercial automobile liability insurance coverage. The commercial general liability insurance shall name the same entities specified above as additional insureds, and shall have the same separation of insureds conditions.

Railroad Protective Liability Insurance

In addition to other required liability insurance, the Contractor shall provide railroad protective liability insurance if applicable, for and in behalf of the railroad as outlined in provisions for each project. The insurance policy shall be submitted to the County in original and duplicate for approval. No work will be permitted on the railroad right of way until such approval is granted.

Insurance with Other Than Missouri Companies

Any insurance policy required as specified above, if written by an insurance company organized in a state other than Missouri, shall be signed by an agent or broker licensed by the State of Missouri. In the case of policies written by companies organized in a state other than Missouri, the evidence of insurance submitted as authorized in the contract shall be signed by an agent or broker licensed by the State of Missouri. Nothing in this provision limits or waives the requirement that each insurance policy must be issued by a company authorized to issue such insurance in Missouri.

Third Party Liability

Neither the State of Missouri, the County of Jefferson nor the Contractor, by execution of the contract including these specifications, intend to create a right of action in a third party beneficiary except as specifically set out in these specifications and the contract. It is not intended by any required contractual liability in the contract or in these specifications that any third party beneficiary has a cause of action arising out of the condition of the project when completed in accordance with the plans and accepted by the County.

Personal Liability of Public Officials

There shall be no personal liability upon the County, or any member, employee or agent of the County in carrying out any of the provisions of the contract or in exercising any power or authority granted to them, it being understood that in such matters they act as agents and representatives of the County, with official and public duty doctrine immunity. If any provision of the contract appears to impose a duty on such an individual, the duty remains exclusively that of the County and is not a personal duty or obligation of the individual.

30. BOND:

The Contractor at his expense shall, before commencing work hereunder, procure and deliver to the Owner a Performance Bond and a Labor and Materials Payment Bond in the amount of 100% of the contract as awarded, as security for the faithful performance of the contract and the payment of all obligations thereunder by the Contractor and his subcontractors. The Bonds shall be written in such form as may be satisfactory to the Owner and provided by a guaranty or surety company listed in the latest issue of U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570. In substance, the condition of the obligation under said bond or bonds shall be as follows:

“The condition of this obligation is such that if the above bound Principal shall in all respects comply with the terms and conditions of said contract and his obligations thereunder, including the specifications and plans referred to therein, and such changes and alterations as may be made in said contract, specifications and plans and shall indemnify and save harmless the Owner against or from all costs, expenses, damages, injuries or losses to which the said Owner may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence or default on the part of said Principal, his subcontractors, officers, agents or employees, in the execution of performance of said contract and shall promptly pay all just claims for damages for injury to property and for labor, equipment, materials and supplies incorporated in the work or consumed in the performance thereof incurred by said Principal, his subcontractors, officers, agents or employees, in or about the construction or improvement contracted for, then this obligation shall be void; otherwise, to remain in full force and virtue in law. The Surety hereby waives notice of any changes, alterations or modifications, including any extensions of the period of performance, in the contract, specifications and plans.”

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Owner and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

31. ASSIGNMENT, SUBLetting OR SUBCONTRACTING:

The Contractor shall not assign, sublet or subcontract this Contract or the work or payments due thereunder, in whole or in part, without the express consent of the Owner.

The Owner's consent to subcontract shall not relieve the Contractor from his obligations hereunder or change the terms of this agreement.

32. ROYALTIES AND PATENTS:

The Contractor shall indemnify, defend and save harmless the Owner and the Consultant from all liabilities, decrees, judgments, claims or disbursements, including attorney fees and/or damages and expenses which may come against or be incurred by the Owner or the Consultant by reason of the use of any patented material, machinery, devices, equipment or processes furnished or used in the performance of the work under this contract or the use by the Owner of the completed structure or by reason of the use of patented designs furnished by the Contractor and accepted by the Owner. In the event any claim, action at law or suit in equity of any kind whatsoever is made or brought against the Owner, the Owner shall have the right, without impairment of the foregoing indemnification, to retain from the money due and to become due said Contractor a sufficient amount of money to protect itself against loss.

33. SPECIFICATION CONFLICTS:

Where any provision of specifications referred to or incorporated into the Contract Documents is inconsistent or in conflict with the provisions of the Contract Documents, the provisions of the Contract Documents shall govern.

34. STANDARDS:

Where materials and methods are indicated in the specifications as being in conformance with a standard specification, reference in all cases shall be to the latest edition of the specification and shall include all interim revisions, unless specifically stated otherwise.

35. FEDERAL EMPLOYMENT AUTHORIZATION:

The Contractor shall comply with the requirements of the revised Statutes of the State of Missouri Chapter sections 285.525 to 285.555. If any part of the contract is subcontracted, each subcontractor shall comply with the same requirements of this specification.

No Contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of the contract the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized

alien in connection with the contracted services.

A Contractor may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the Contractor's hire whose employment commences after the Contractor enrolls in a federal work authorization program.

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

36. OSHA TRAINING:

The Contractor shall comply with the requirements of the revised Statutes of the State of Missouri Chapter sections 292.675. If any part of the contract is subcontracted, each subcontractor shall comply with the same requirements of this specification.

Any Contractor signing a contract to work on the construction of public works for the Owner 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 which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty (60) days of beginning work on such construction project.

Any employee found on a worksite subject to this section without documentation of the successful completion of the course required under this section shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project. The contractor shall forfeit as a penalty to the Owner two thousand five hundred dollars (\$2,500) plus one hundred dollars (\$100) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in this section has elapsed.

The Owner shall withhold and retain all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the Owner has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

In determining whether a violation of this section has occurred, and whether the penalty of this section shall be imposed, the Department of Labor and Industrial Relations shall investigate any claim of violation. Upon completing such investigation, the Department shall notify the Owner and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the circuit court in the county in which the public works project is located. The Department may establish rules and regulations for the purpose of implementing the provisions of this section.

END OF GENERAL CONDITIONS
General Special Provisions
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COOPERATION WITH UTILITIES

SUBLETTING, WARRANTIES, GUARANTEES, INSPECTION & TRAFFIC CONTROL

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of Jefferson, State of MO, personally came and appeared Joshua Boyer
(Name)

of Boyer Bldg & Design, Inc

(Title) (Company Name)

(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 workers employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements with Wage Determination No. _____ or Annual Wage Order No. 24 issued by the Division of Labor Standards on project Jefferson County Hwy Dept. Remodel

(Job Number)

Hwy Dept Bldg Lee Pyle Rd, Desoto MO

(Route or location, if building construction)

County, Missouri, and completed on the 24 day of October, 2017.

Signature

Subscribed and sworn to me this 24 day of October, 2017.

My commission expires January 20, 2021.

Notary Public

(Revised 03-23-00)

COOPERATION WITH UTILITIES

All utility facilities and appurtenances within the project limits shall be located or relocated by the utility owner, unless otherwise specified. Locations of these utilities will be provided by the utility owners and may not be exact, particularly with regard to underground installations. The contractor shall call for locates prior to the start of any work.

The contractor shall lead the efforts to coordinate with utility owners and the engineer in the location and relocation of utility facilities to minimize effects upon the contractor's work, interruption to utility service and duplication of work by the utility owners. Facilities or appurtenances that are to remain in place during construction shall be accounted for and protected by the contractor's work procedures.

In the event utility services are interrupted as a result of damage within the project limits, the contractor shall notify the appropriate utility authorities and cooperate with the utility owners until service has been restored. Work shall not begin around fire hydrants until provisions for continued service have been made and approved by the local fire authority.

When the failure of the owners of utility facilities to cooperate and coordinate their work with that of the contractor results in actual delay to the contractor in the overall completion of the contractor's work, such delay will be considered in the count of working days or date specified for completion as contractor's sole compensation from the County, provided the contractor notified the engineer in writing of the delay at the time the delay occurred.

The contractor shall use every precaution to prevent damage to all public and private utilities. Repairs to damaged utilities caused by negligent or wrongful acts or omissions on the part of the contractor shall be corrected at the contractor's expense. Damaged facilities shall be restored to a condition similar or equal to that existing before the damage occurred. The utility will designate who shall repair the damaged facility and the contractor shall not make repairs without utility approval.

Should there be located within the right of way any public or private utility facilities that are to remain in place and which will interfere with the contractor's proposed methods of operation, the contractor, in cooperation with the engineer, shall make all necessary arrangements with the owner for any temporary or permanent removal or relocation of such facilities desired for the contractor's convenience. Any cost involved shall be at the contractor's expense.

If utility facilities or appurtenances are found that are not noted in the contract documents, the engineer shall be notified in writing as soon as possible of the conflict and will determine whether relocation of the utility is necessary to accommodate construction. If relocation is necessary, the contractor will make the necessary arrangements with the utility owner. Compensation for the relocation of utilities will be worked out between the County and the utility owner prior to the relocation of any utility. No additional compensation will be made to the contractor for coordinating the location and/or relocation of utilities.

SUBLETTING OR ASSIGNING THE CONTRACT

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the County.

Second tier subcontracting will not be permitted on this project. It will be the responsibility of the Contractor to insure that his subcontractors do not, in turn, subcontract any portion of the work.

The Contractor shall furnish to the County a signed copy of all subcontracts at or before the pre-construction meeting. This applies to Federal and local projects.

The Prime Contractor must perform with its own organization, contract work amounting to not less than 30% of the total original contract price. This applies to Federal and local projects.

WARRANTIES AND GUARANTEES

Clauses that require the contractor to guarantee materials and workmanship and otherwise maintain the work for a specified period after satisfactory completion and final acceptance will not be approved. This is not even permissible as a non-participating bid item.

Routine warranties or guarantees provided by a manufacturer are valid. Contractors' warranties or guarantees providing for satisfactory in-service operation of mechanical and electrical equipment and relates components for a period not to exceed six (6) months following project acceptance are permissible.

INSPECTION BY JEFFERSON COUNTY

The Contractor shall assure that representatives of the County shall have the opportunity at any time to inspect and review the work done by the Contractor and his subcontractors on this project and shall grant them access to all parts of the work.

MATERIAL TESTING

All project sampling and testing of materials shall be performed by the County or by a consultant employed by the County. The Contractor shall assure representatives of the County or consultants employed by the County have had the opportunity to sample and test materials used on this project. Acceptance testing specified to be conducted by County or Consultant hired by County. Costs associated with providing the sample materials shall be incidental to the cost of the project.

TRAFFIC CONTROL

The Traffic Control Plan for this project must follow the Federal Highway Administration's Manual On Uniform Traffic Control Devices (MUTCD 2009) for all traffic control operations.

STATE WAGE RATES

(ALL projects)

Wage rates can be found at the following websites, or by contacting the Missouri Department of Labor:

<http://www.labor.mo.gov/DLS/prevailingwage>

or

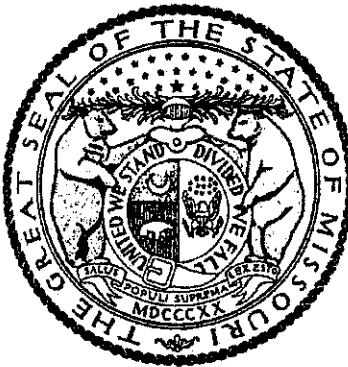
http://www.modot.org/business/contractor_resources/bidOpenIndex.htm

This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The applicable State Wage Rates for this contract are detailed in the "Annual Wage Order" that is effective 10 calendar days prior to bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 24

Section 050
JEFFERSON 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

Tammy Cavender
Acting Department Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
JEFFERSON County

REPLACEMENT PAGE

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$38.42	55	60	\$22.40
Boilermaker			\$35.41	126	7	\$30.38
Bricklayer and Stone Mason	6/17		\$33.00	72	5	\$22.56
Carpenter	6/17	e	\$37.35	77	41	\$17.05
Cement Mason			\$31.91	80	6	\$18.45
Communication Technician			\$32.22	44	47	\$9.53 + 32.75%
Electrician (Inside Wireman)			\$35.70	82	71	\$10.84 + 38.5%
Electrician (Outside-Line Construction\Lineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman		a	\$28.86	43	45	\$5.50 + 36%
Elevator Constructor			\$46.04	26	54	\$31.645
Glazier			\$33.40	87	31	\$24.80
Ironworker			\$33.43	11	8	\$24.775
Laborer (Building):		b	\$27.36	73	7	\$13.12
General		d	\$27.36	73	7	\$13.12
First Semi-Skilled		c	\$27.36	73	7	\$13.12
Second Semi-Skilled						
Lather						USE CARPENTER RATE
Linoleum Layer and Cutter			\$31.83	92	26	\$16.00
Marble Mason			\$31.83	76	51	\$14.62
Marble Finisher	6/17		\$26.42	76	51	\$13.95
Millwright			\$37.35	77	41	\$17.05
Operating Engineer	6/17		\$32.66	3	66	\$26.14
Group I	6/17		\$32.66	3	66	\$26.14
Group II	6/17		\$30.76	3	66	\$26.14
Group III	6/17		\$32.66	3	66	\$26.14
Group III-A	6/17		\$27.30	3	66	\$26.14
Group IV	6/17		\$27.30	3	66	\$26.14
Group V			\$32.50	104	12	\$14.06
Painter						USE CARPENTER RATE
Pile Driver			\$38.00	91	69	\$26.93
Pipe Fitter			\$31.56	67	3	\$17.98
Plasterer			\$38.00	91	69	\$26.93
Plumber	6/17		\$32.00	15	73	\$17.57
Roofer \ Waterproofer			\$40.89	32	25	\$21.96
Sheet Metal Worker	6/17		\$42.31	66	18	\$22.77
Sprinkler Fitter - Fire Protection			\$32.30	116	5	\$13.79
Terrazzo Worker			\$30.54	116	5	\$12.26
Terrazzo Finisher			\$31.83	76	51	\$14.62
Tile Setter			\$26.42	76	51	\$13.95
Tile Finisher			\$28.775	22	55	\$9.045
Traffic Control Service Driver			\$30.41	35	36	\$10.82
Truck Driver-Teamster						

Fringe Benefit Percentage is of the Basic Hourly Rate
**Annual Incremental Increase

*SEE FOOTNOTE PAGE

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

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

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).

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- b - Projects over \$1 Million - \$27.36; Projects under \$1 Million - \$25.21
- c - Projects over \$1 Million - \$27.36.; Projects under \$1 Million - \$25.21
- d - Projects over \$1 Million - \$27.36; Projects under \$1 Million - \$25.21
- **e - Projects over \$1 Million - \$37.35; Projects under \$1 Million - \$32.26

*Annual Incremental Increase

ANNUAL WAGE ORDER NO. 24

6/17

JEFFERSON COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 1/2) shall be paid for all work in excess of forty (40) hours per work week.

NO. 3: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate. The regular workday shall begin between the hours of 6:00 a.m. and 9:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1 1/2) the hourly rate plus an amount equal to one-half (1/2) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1 1/2) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 15: Means the regular working day shall be scheduled to consist of at least eight (8) hours, but no more than ten (10) consecutive hours, exclusive of the lunch period. The regular working day may be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. All work performed in excess of forty (40) hours in one work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1 1/2) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1 1/2) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday Make-Up Day. Any work performed by Employees anywhere on Sunday or recognized holidays, shall be paid for at the rate of double (2) time the regular wage scale. If, during the course of a work week, an Employee is unable to work for any reason, and, as a result, that Employee has not accumulated forty (40) hours of compensable time at the straight time rate, the Employer, at his option may offer the Employee the opportunity to work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1 1/2) times the regular hourly wage scale.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

JEFFERSON COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 32: The regular working day shall consist of eight (8) hours of labor on the job between six (6) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour day's of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 40 hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed during regular work hours on Saturdays will be paid at time and one-half (1 1/2). All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1 1/2) times the regular rate. An early starting time of 6:00 a.m. may be used mutually agreed upon by the interested parties. SHIFT RATE: Shift work would start after 4:00 p.m. to 6:00 a.m. The first 8 hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 1/2 of base shift rate. Saturday regular work day hours – 1 1/2 of base shift rate. Saturday – work after 8 hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

NO. 35: Means a regular work week of forty (40) hours, will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1 1/2) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1 1/2) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 44: Means forty (40) hours shall constitute a work week, Monday through Friday. Eight (8) hours shall constitute a work day. Hours of work shall be between the hours of 7:00 a.m. and 4:30 p.m. All work performed before 7:00 a.m. and after 4:30 p.m. and all work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday and on holidays, or days that may be celebrated as such, and as designated by the federal government, shall be paid at two (2) times the regular rate of pay. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus two dollars (\$2.00) per clock hour. All work performed between the hours of 12:30 a.m. and 9:00 a.m. on a third shift shall receive eight (8) hours pay at the regular hourly rate plus four dollars (\$4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1 1/2 x) the "shift" hourly rate.

JEFFERSON COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 66: Means eight (8) hours shall constitute a day's work beginning at 7:00 a.m. (or 8:00) A.M. and ending at 3:30 (or 4:30) P.M. The work week shall be forty (40) hours beginning Monday at 7:00 a.m. (or 8:00) A.M. And ending Friday at 3:30 (or 4:30) P.M. The Employer at his option may use a flexible starting time between the hours of 6:00 a.m. and 8:00 a.m. All overtime, that is worked outside of the above established working hours of Monday through Friday, shall be paid at double (2) time, including Saturdays, Sundays and Holidays.

NO. 67: Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday, shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate.

NO. 72: Means that except as is otherwise provided herein, the work week shall be determined to begin at 8:00 a.m. Wednesday and end at 4:30 p.m. on the following Tuesday. Except as herein provided, working hours are from 8:00 a.m. to 11:55 a.m. and 12:30 p.m. to 4:25 p.m. and no more than the regular hours shall be worked during the forenoon or afternoon at the regular rate. In the case of days of inclement weather starting time and quitting time may be adjusted so long as the hours worked on such days do not exceed eight (8) and do not extend beyond 4:30 p.m. In circumstances where the Employee or Employees have regularly been working overtime on a particular day or days, no adjustment in the starting time shall operate to deprive Employees of overtime pay, which they would have otherwise received but for the change in the starting time. The parties understand that the application of the provisions of the preceding sentence will result in Employees receiving overtime pay even where they have not worked more than with (8) hours on a particular day. Regardless of the starting time, the forenoon working hours shall end at 11:55 a.m. and the afternoon working hours shall begin at 12:30 p.m. and end 8 hours and 25 minutes after the starting time fixed by the Employer for forenoon hours. Work performed by an employee on a non-holiday Saturday, except as hereinafter provided, or at night or before or after regular working hours on a non-holiday weekday, shall be considered overtime work, for which Employees working during such time shall be paid at the rate of one and one-half (1½) times their regular hourly wage rate for each hour or fraction thereof, worked during such time. Work performed on a Sunday or the recognized holidays shall be considered overtime work for which the Employee shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day.

JEFFERSON COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 73: Means eight (8) hours shall constitute a day's work to begin at 8:00 a.m. and end at 4:30 p.m. The starting time may be advanced one (1) or two (2) hours. Employees shall receive time and one-half (1½) for all time they are required to work before 8:00 a.m., during the lunch period or after 4:30 p.m. unless the starting time is advanced as provided above. Forty (40) hours shall constitute a week's work, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five (5) eight (8) hour day's or four (4) ten (10) hour day's Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, he may work ten (10) hours Friday at straight time. All time over the regular workday as defined and all hours worked on Saturday shall be paid at the rate of one and one-half (1½) the regular rate of wages. If workmen are required to work recognized holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work. If a laborer is assisting another craft on a make-up day and the other craft is receiving overtime pay the laborer shall receive the same overtime multiple as the craft assisted. No overtime rates shall be broken down into less than thirty (30) minute units of time. Projects that cannot be performed during regular workday: Building construction work, if required by the owner, the contractor may perform work outside the normal hours and employees shall be paid applicable straight time hourly wage rate plus a premium of \$1.50 per hour for the first eight hours worked. Any hours worked in excess of eight hours shall be paid at the applicable overtime rate plus \$1.50 per hour premium. Shift work: The Employer may elect to work, one, two or three shifts on any work. When two or more shifts are worked on any operation, the first shift or day shift shall consist of eight (8) hours exclusive of lunch time; the second or swing shift consist of eight (8) hours' work for eight and one-half hours pay, exclusive of lunch time; the third or graveyard shift shall consist of eight (8) hours' work for nine (9) hours' pay exclusive of lunch time. The swing shift shall be paid twenty-five cents (\$.25) per hour above the regular rate of pay. The graveyard shift shall be paid fifty cents (\$.50) per hour above the regular rate of pay. Multiple shift (second or third shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the employer to a specific operation. However, no shift shall be started between midnight and 6:00 a.m. except the graveyard shift on a three (3) shift operation, or except in unusual or emergency, regardless if the project is working one (1) or two (2) shift. Shifts shall be established for a minimum of three (3) consecutive workdays. When 2-10 or 12 hour shifts are worked, the second shift shall receive \$.50 per hour above regular rate of pay. When the employer elects to work 2-10 or 12 hour shifts, the first 8 hours shall be at straight time rates. The remaining 2 or 4 hours shall be at the overtime rate of time and one-half.

NO. 76: Means the standard workday shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. with a thirty (30) minute unpaid lunch hour occurring in the middle of the shift. The standard workweek shall consist of five standard workdays commencing on Monday and ending on Friday. The normal starting and quitting times may be changed by mutual consent of interested parties. All time worked before and after the established eight (8) hour workday, Monday through Friday, and all time worked on Saturday, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sunday and holidays shall be paid at the rate of double (2) the hourly wage in effect. All work done on Saturday will be done at time & one-half (1½), unless Saturday shall be used as a make-up day. If an employee should lose one or more days in a work week and use Saturday as a make-up day the pay shall be at the regular hourly base wage rate and benefits.

NO. 77: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1 ½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.

JEFFERSON COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 80: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 a.m. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

NO. 82: Means the work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the work week from Monday through Friday, inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (twelve (12) continuous hours, starting no earlier than 6:00 a.m., Monday through Friday), shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at two times (2x) the regular rate of pay. The first eight hours of overtime work on Saturday shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay. Hours worked in excess of eight (8) hours on Saturday shall be paid at two times (2x) the regular rate of pay. Double time shall be paid for work performed on Sundays, recognized legal holidays or days that may be celebrated as such as designated by the federal government. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall be paid at the regular hourly rate plus two dollars (\$2.00) per clock hour. All shifts for work performed between the hours of 12:30 a.m. and 9:00 a.m. shall be paid at the regular hour rate plus four dollars (\$4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1.5x) the "shift" hourly rate.

NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. SHIFT WORK: When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 92: Means all work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half (1½). All work done on Saturday will be done at time and one-half (1½), unless the employer and employee agree that Saturday shall be used as a make-up day. The Employer may use a flexible starting time of 7:00 a.m. to 8:00 a.m., and quitting time of 3:30 p.m. to 4:30 p.m., and any such different work starting time shall determine whether wages are payable at the straight rate or the premium rate. All work performed on Saturday shall be paid for at time and one-half (1½), unless the Saturday has been used as a make-up day. All work performed on Sunday and holidays shall be paid for at the rate of double (2) time.

JEFFERSON COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

NO. 116: Means the standard work day shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. The standard work week shall consist of five standard work days commencing on Monday and ending on Friday inclusive. All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect.

NO. 126: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$29.14 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

JEFFERSON COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

NO. 6: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workmen are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 12: All work done on New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day.

NO. 18: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas Day shall be paid at the double time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday, and when one of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday, and all work performed on said day(s) shall be paid at the double time rate.

NO. 25: All work done on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Presidential Election Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays and shall be paid at the double (2) time rate of pay. If a named holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a named holiday falls on Sunday, the Monday after will be observed as the holiday. Appropriate overtime rates to be based on fifteen minute increments.

NO. 26: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a Holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday it shall be observed on the following Monday.

NO. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

JEFFERSON COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 36: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 41: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

NO. 47: The following holidays are recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a holiday listed above falls on Saturday, it shall be celebrated on the Friday preceding the holiday. When a holiday falls on Sunday, the following Monday shall be observed. Holidays referred to above shall be paid for at the double (2) time rate of pay when worked.

NO. 51: All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect. The Employer agrees to recognize the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. If the holiday falls on Sunday, it shall be recognized on the following Monday. If the holiday falls on a Saturday, it shall be recognized as a Saturday only holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

JEFFERSON COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 71: All work performed on the following recognized holidays, or days that may be celebrated as such, shall be paid at the double (2) time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on Monday. If a holiday falls on Saturday, it shall be celebrated on the Friday proceeding such Saturday.

NO. 73: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (or mutually agreed date of the Friday after Thanksgiving Day may be substituted for Veteran's Day), Thanksgiving Day and Christmas Day, or in the event that any of said Holidays falls on Sunday, then the day or days generally recognized as such. Any work performed anywhere on any of the aforesaid Holidays, or on the day or days recognized and observed as such, shall be paid for at double (2) time the regular hourly rate.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/17	\$36.51	23	16	\$16.85
Cement Mason		\$31.16	17	11	\$17.95
Electrician (Outside-Line Construction\Lineman)		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$25.62	32	31	\$10.20 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$20.30	32	31	\$7.57 + 3%
Laborer					
General Laborer	6/17	\$30.41	2	4	\$13.52
Skilled Laborer	6/17	\$31.01	2	4	\$13.52
Millwright	6/17	\$36.51	23	16	\$16.85
Operating Engineer					
Group I	6/17	\$32.66	10	9	\$26.14
Group II	6/17	\$32.66	10	9	\$26.14
Group III	6/17	\$31.36	10	9	\$26.14
Group IV	6/17	\$27.90	10	9	\$26.14
Oiler-Driver	6/17	\$28.36	10	9	\$26.14
Pile Driver	6/17	\$36.51	23	16	\$16.85
Traffic Control Service Driver		\$28.775	26	25	\$9.045
Truck Driver-Teamster		\$30.41	25	21	\$10.82

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.

REPLACEMENT PAGE
JEFFERSON COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 1/2) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 1/2 overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at 1/2 hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1 1/2) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1 1/2) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

ANNUAL WAGE ORDER NO. 24

REPLACEMENT PAGE
JEFFERSON COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

NO. 10: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. The regular workweek shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. except as may be modified. The starting time may be either advanced or delayed one hour or two hours at the discretion of the Employer. The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work Monday through Thursday and is stopped due to inclement weather, holidays or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hour workweek. All necessary overtime and work performed on Saturday, shall be paid at time and one-half (1½) the hourly rate, plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate, plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 17: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 A.M. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

ANNUAL WAGE ORDER NO. 24

REPLACEMENT PAGE
JEFFERSON COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

ANNUAL WAGE ORDER NO. 24

**JEFFERSON COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 9: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 11: Means all work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any additional holidays which may be mutually agreed upon shall be paid at the double (2) time rate of pay. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. No work shall be performed on Labor Day.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 25: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

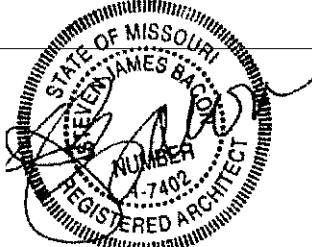
NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

Project Manual for the
**Remodeling of Existing
County Highway Department
Staff & Storage Shed - East
DeSoto, Missouri**

**Public Works Director:
Jason Jonas, P.E.**

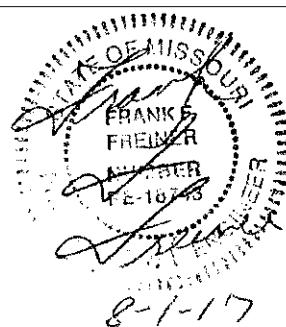
Architect:

Steven J. Bacon;
Bacon Commercial Design LLC
PO Box 605/100-A Bailey Road
Crystal City, Missouri 63019
phone (636) 933-0007



M/E/P Engineer:

FF Freiner, P.E.
12138 Lowill Avenue
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Issue Date: 7/24/2017
project number: 17-023
printed set #: NA

**SECTION 01 0001
DIVISION 1 - GENERAL REQUIREMENTS**

17-023 / Jeff Co Hwy Dept - East Shed 01 0001 - 1
DIVISION 1 - GENERAL REQUIREMENTS

page 1 of 1

SECTION 01 1000
SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Jefferson County Highway Department; East Campus Shed Remodeling.
- B. Owner's Name: Jefferson County (Missouri) Highway Dept / Public Works Dept..
- C. Architect's Name: Bacon Commercial Design LLC.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5000 - Contracting Forms and Supplements.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is shown on drawings and specified in Section 02 4100.
- B. Scope of alterations work is shown on drawings.
- C. Plumbing: Remodel one restroom, relocate electric water cooler & water heater..
- D. HVAC: Leave existing system in place, add additional split system to heat & cool remodeled area, add exhaust fan(s)..
- E. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.
- F. Fire Suppression Sprinklers: None.
- G. Fire Alarm: None.
- H. Telephone: None.

1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Arrange use of site and premises to allow:
 1. Owner occupancy.
 2. Use of site and premises by the public.
- B. Provide access to and from site as required by law and by Owner:
 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Existing building spaces may not be used for storage.
 1. Subject to Owner consultation; verify prior to using an area for temporary storage.
- D. Utility Outages and Shutdown:
 1. Limit shutdown of utility services to eight hours at a time, arranged at least 24 hours in advance with Owner.
 2. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.

1.02 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify bonds and insurance.
- E. Include in each line item, the amount of Allowances specified in this section.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Submit three copies of each Application for Payment.
- F. Include the following with the application:
 1. Partial release of liens from major Subcontractors and vendors.
 2. Affidavits attesting to off-site stored products.
 3. Lien Waivers documentation the receipt of previously paid monies by the respective subcontractors and suppliers.
- G. When Architect requires substantiating information, submit data justifying dollar amounts in question.
- H. Include a cost breakdown following the format provided at end of this section. This itemization is required for Owner's submittals relating to Historic Preservation Tax Credits.

1.04 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to General Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing General Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. General Contractor shall prepare and submit a fixed price quotation within five days.
- D. General Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.

1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on General Contractor's price quotation.
2. For change requested by General Contractor, the amount will be based on the General Contractor's request for a Change Order as approved by Architect.
3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
4. For change ordered by Architect without a quotation from General Contractor, the amount will be determined by Architect based on the General Contractor's substantiation of costs as specified for Time and Material work.

F. Substantiation of Costs: Provide full information required for evaluation.

1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

G. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

J. Promptly enter changes in Project Record Documents.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 1. All closeout procedures specified in Section 01 7000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Submittals for review, information, and project closeout.
- C. Submittal procedures.

1.02 PROJECT COORDINATION

- A. Project Coordinator: General Contractor.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for Owner & Public access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Architect through the Project Coordinator:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. General Contractor.
 - 4. Major Subcontractors' representatives.
- C. Agenda:
 - 1. Execution of Owner-General Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Designation of personnel representing the parties to Contract, _____ and Architect.
 - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 6. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.03 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.04 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout:
 1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.05 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that General Contractor requires, plus two copies that will be retained by Architect.
 2. Larger Sheets, Not Larger Than 36 x 48 inches: Submit the number of opaque reproductions that General Contractor requires, plus two copies that will be retained by Architect.
- B. Documents for Information: Submit two copies.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 1. After review, produce duplicates.
 2. Retained samples will not be returned to General Contractor unless specifically so stated.

3.06 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.
- C. Transmit each submittal with transmittal.

- D. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- E. Identify Project, General Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- F. Apply General Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- G. Deliver submittals to Architect at business address.
- H. Schedule submittals to expedite the Project, and coordinate submission of related items.
- I. For each submittal for review, allow 15 days excluding delivery time to and from the General Contractor.
- J. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- K. Provide space for General Contractor and Architect review stamps.
- L. When revised for resubmission, identify all changes made since previous submission.
- M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- N. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Control of installation.
- C. Testing and inspection services.

1.02 RELATED REQUIREMENTS

- A. Section 01 4216 - Definitions.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.04 TESTING AND INSPECTION AGENCIES

- A. General Contractor shall employ and pay for services of an independent testing agency to perform specified testing.
- B. Employment of agency in no way relieves General Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. General Contractor Employed Agency:
 1. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

PART 3 EXECUTION

2.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

2.02 TESTING AND INSPECTION

- A. Testing Agency Duties:
 1. Provide qualified personnel at site. Cooperate with Architect and General Contractor in performance of services.
 2. Promptly notify Architect and General Contractor of observed irregularities or non-conformance of Work or products.
 3. Perform additional tests and inspections required by Architect.
 4. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.

- 2. Agency may not approve or accept any portion of the Work.
- 3. Agency may not assume any duties of General Contractor.
- 4. Agency has no authority to stop the Work.
- C. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- D. Re-testing required because of non-conformance to specified requirements shall be paid for by General Contractor.

2.03 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 4100
REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Regulatory requirements applicable to this project are the following:
- B. 28 CFR 35 - Nondiscrimination on the Basis of Disability in State and Local Government Services; Final Rule; Department of Justice; current edition.
- C. 28 CFR 36 - Nondiscrimination by Public Accommodations and in Commercial Facilities; Final Rule; Department of Justice; current edition.
- D. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.
- E. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- F. 29 CFR 1910 - Occupational Safety and Health Standards; current edition.
- G. County of Jefferson amendments to some or all of the following.
- H. ICC (IFC) - International Fire Code; 2012.
- I. NFPA 101 - Life Safety Code; 2015.
- J. ICC (IBC) - International Building Code; 2015.
- K. ICC (IPC) - International Plumbing Code; 2015.
- L. ICC (IMC) - International Mechanical Code; 2012.
- M. ICC (IFGC) - International Fuel Gas Code; 2012.
- N. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

END OF SECTION

SECTION 01 4216
DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary sanitary facilities.
- B. Temporary Controls: Barriers, enclosures, and fencing.
- C. Security requirements.
- D. Waste removal facilities and services.
- E. Field offices.

1.02 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 FENCING

- A. Coordinate with Owner to maintain perimeter security in place, and to provide for Contractor access to the work.

1.06 EXTERIOR ENCLOSURES

- A. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.07 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:
 - 1. Maximum flame spread rating of 75 in accordance with ASTM E84.

1.08 SECURITY - SEE SECTION 01 3553

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.09 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 FIELD OFFICES

A. Owner will provide area within existing building/project area for use as Field Office. General Contractor to provide necessary tables, chairs and storage.

END OF SECTION

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TEMPORARY FACILITIES AND CONTROLS

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SECTION 01 5100
TEMPORARY UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, and water.

1.02 TEMPORARY ELECTRICITY

- A. Cost: By Owner.
- B. Connect to Owner's existing power service.
 - 1. Do not disrupt Owner's need for continuous service.
 - 2. Exercise measures to conserve energy.
- C. Provide temporary electric feeder from existing building electrical service at location as directed.
- D. Complement existing power service capacity and characteristics as required.
- E. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.
- F. Provide feeder switch at source distribution equipment and meter.
- G. Permanent convenience receptacles may not be utilized during construction.
- H. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
 - 1. Provide 20 ampere duplex outlets, single phase circuits for power tools & equipment as needed.
 - 2. Provide 20 ampere, single phase branch circuits for lighting.

1.03 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft .
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.

1.04 TEMPORARY HEATING

- A. Cost of Energy: By Owner.
- B. Provide heating devices and heat as needed to maintain specified conditions for construction operations.
- C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.
- D. Existing facilities shall not be used.
- E. Prior to operation of permanent equipment for temporary heating purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

1.05 TEMPORARY COOLING

- A. Cost of Energy: By Owner.
- B. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.
- C. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.
- D. Existing facilities shall not be used.
- E. Prior to operation of permanent equipment for temporary cooling purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

1.06 TEMPORARY VENTILATION

- A. Existing ventilation equipment may not be used.

1.07 TEMPORARY WATER SERVICE

- A. Cost of Water Used: By Owner.
- B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.
- C. Connect to existing water source.
 - 1. Exercise measures to conserve water.
- D. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Re-use of existing products.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the General Contractor; remove from site.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
 - 1. Made using or containing CFC's or HCFC's.
 - 2. Made of wood from newly cut old growth timber.
- C. Where all other criteria are met, General Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
 - 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
 - 4. Have longer documented life span under normal use.
 - 5. Result in less construction waste.
 - 6. If made of wood, are made of sustainably harvested wood, wood chips, or wood fiber.
 - 7. Have a published GreenScreen Chemical Hazard Analysis.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- B. A request for substitution constitutes a representation that the submitter:
 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Agrees to provide the same warranty for the substitution as for the specified product.
 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.

- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Starting of systems and equipment.
- F. Demonstration and instruction of Owner personnel.
- G. Closeout procedures, including General Contractor's Correction Punch List, except payment procedures.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.03 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
 - 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- F. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Minimize amount of bare soil exposed at one time.
 - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
 - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
 - 5. Comply with any Storm Water Management Plans filed by the Owner or his consultants relative to this project site.
- G. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- H. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.

- I. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- J. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.04 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 1. Verify that construction and utility arrangements are as shown.
 2. Verify locations of existing items to remain in place. Confirm proposed new construction is compatible with existing conditions to remain.
 3. Report discrepancies to Architect before disturbing existing installation.
 4. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 2. Remove items indicated on drawings.
 3. Relocate items indicated on drawings.
 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, and Electrical): Remove, relocate, and extend existing systems to accommodate new construction.
 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Verify that abandoned services serve only abandoned facilities.
 3. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
 1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.

- 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- 3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.
- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- I. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.
- G. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- H. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.08 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable General Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.09 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. HVAC equipment/system shall be tested and balanced to within 10% of design air volumes; with a report from a certified testing engineer attesting thereto.

3.11 FINAL CLEANING

- A. Execute final cleaning after Substantial Completion but before making final application for payment.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces,

- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and _____.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the General Contractor's Correction Punch List for General Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing General Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and General Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect prior to approval of final application for payment..
- B. Operation and Maintenance Data:
 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 1. Drawings.
 2. Addenda.
 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 2. Field changes of dimension and detail.
 3. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 1. Description of unit or system, and component parts.
 2. Identify function, normal operating characteristics, and limiting conditions.
 3. Include performance curves, with engineering data and tests.
 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide control diagrams by controls manufacturer as installed.
- K. Additional Requirements: As specified in individual product specification sections.

3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, General Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

3.05 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION

SECTION 02 0001
DIVISION 02 - EXISTING CONDITIONS

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DIVISION 02 - EXISTING CONDITIONS

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SECTION 02 4100
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with other requirements specified in Section 01 7000.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 1. Obtain required permits.
 2. Provide, erect, and maintain temporary barriers and security devices.
 3. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 5. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Protect existing structures and other elements that are not to be removed.
 1. Provide bracing and shoring.
- E. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- F. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.

3.02 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction _____.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- D. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
- E. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL

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

END OF SECTION

SECTION 03 0001
DIVISION 3 - CONCRETE

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DIVISION 3 - CONCRETE

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SECTION 03 0100
MAINTENANCE OF CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cleaning of existing concrete surfaces.
- B. Resurfacing of concrete surfaces having spalled areas and other damage.

1.02 REFERENCE STANDARDS

- A. ASTM C928/C928M - Standard Specification for Packaged, Dry, Rapid-Hardening Cementitious Material for Concrete Repairs; 2013.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Indicate product standards, physical and chemical characteristics, technical specifications, limitations, maintenance instructions, and general recommendations regarding each material.

1.04 QUALITY ASSURANCE

- A. Cleaner Qualifications: Company specializing in, and with minimum of 3 years of experience in, the type of cleaning specified.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with minimum of 3 years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturers' instructions for storage, shelf life limitations, and handling of products.

PART 2 PRODUCTS

2.01 CLEANING MATERIALS

- A. Degreaser:
 - 1. Manufacturers:
 - a. Prosooco.
 - 1) Initial Cleaning Treatment: 'Cleaner/Degreaser'
 - 2) Optional Additional spot cleaning, if requested by Owner, for additional cost: 'Consolideck Oil & Grease Stain Remover'
 - 3) Final Cleaning & Sealing: 'Concrete Protector WB'
 - b. Substitutions: See Section 01 6000 - Product Requirements.

2.02 CEMENTITIOUS PATCHING AND REPAIR MATERIALS

- A. Manufacturers:
 - 1. Adhesives Technology Corporation: www.atcepoxypolymer.com/sle.
 - 2. Dayton Superior Corporation: www.daytonsuperior.com.
 - 3. Kaufman Products Inc.: www.kaufmanproducts.net.
 - 4. The QUIKRETE Companies: www.quikrete.com.
- B. Cementitious Repair Mortar, Trowel Grade: One- or two-component, factory-mixed, polymer-modified cementitious mortar.
 - 1. Mixed with water or latex type bonding agent in proportions as recommended by manufacturer.
 - 2. Dry Material: Complies with ASTM C928/C928M.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work.
- B. Beginning of installation means acceptance of substrate.

3.02 CLEANING EXISTING CONCRETE

- A. Provide enclosures, barricades, and other temporary construction as required to protect adjacent work from damage.

3.03 CONCRETE SURFACE REPAIR USING CEMENTITIOUS MATERIALS

- A. Clean concrete surfaces, cracks, and joints of dirt, laitance, corrosion, and other contamination using method(s) specified above and allow to dry.
- B. Apply coating of bonding agent to entire concrete surface to be repaired.
- C. Fill voids with cementitious mortar flush with surface.
- D. Apply repair mortar by steel trowel to a minimum thickness of 1/4 inch over entire surface, terminating at a vertical change in plane on all sides.
- E. Trowel finish to match adjacent concrete surfaces.

END OF SECTION

SECTION 04 0004
DIVISION 4 - MASONRY - NOT USED
NOT USED

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DIVISION 4 - MASONRY - NOT USED

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SECTION 05 0001
DIVISION 5 - METALS
NOT USED

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DIVISION 5 - METALS

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**SECTION 06 0001
DIVISION 6 - WOOD, PLASTICS AND COMPOSITES**

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DIVISION 6 - WOOD, PLASTICS AND COMPOSITES

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SECTION 06 1000
ROUGH CARPENTRY

PART 1 GENERAL

1.01 INTERIOR PARTITION FRAMING MAY BE OF WOOD OR METAL MEMBERS, AT THE CONTRACTOR'S DISCRETION.

- A. Use only one method throughout entire project.

1.02 SECTION INCLUDES

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

1.03 RELATED REQUIREMENTS

- A. Section 07 6200 - Sheet Metal Flashing and Trim: Sill flashings.

1.04 REFERENCE STANDARDS

- A. AWC (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings; 2015.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- D. AWPA U1 - Use Category System: User Specification for Treated Wood; 2012.
- E. PS 20 - American Softwood Lumber Standard; 2010.
- F. SPIB (GR) - Grading Rules; 2014.

1.05 DELIVERY, STORAGE, AND HANDLING

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

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Southern Pine, unless otherwise indicated.
 - 2. Lumber of other species or grades is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.
- B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Southern Pine Inspection Bureau, Inc. (SPIB).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Stud Framing (2 by 2 through 2 by 6):
 - 1. Grade: No. 2.
- E. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel per ASTM A 153/A 153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

- 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
- B. Die-Stamped Connectors: Hot dipped galvanized steel, sized to suit framing conditions.
 - 1. For contact with preservative treated wood in exposed locations, provide minimum G185 galvanizing per ASTM A653/A653M.
- C. Joist Hangers: Hot dipped galvanized steel, sized to suit framing conditions.
 - 1. For contact with preservative treated wood in exposed locations, provide minimum G185 galvanizing complying with ASTM A653/A653M.
- D. Sill Flashing: As specified in Section 07 6200.
- E. Construction Adhesives:
 - 1. Products:
 - a. Franklin International, Inc.; Titebond Fast Set Polyurethane Construction Adhesive: www.titebond.com/sle.
- F. Building Paper: Water resistant Kraft paper.

2.04 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Preservative Treatment:
 - 1. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative to 0.25 lb/cu ft retention.
 - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
 - b. Treat lumber exposed to weather.
 - c. Treat lumber in contact with roofing, flashing, or waterproofing.
 - d. Treat lumber in contact with masonry or concrete.

PART 3 EXECUTION

3.01 PREPARATION

- A. Where wood framing bears on cementitious foundations, install full width sill flashing continuous over top of foundation, lap ends of flashing minimum of 4 inches and seal.
- B. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

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

3.03 FRAMING INSTALLATION

- A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
- B. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- C. Install structural members full length without splices unless otherwise specifically detailed.
- D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes, AWC (WFCM) Wood Frame Construction Manual, and _____.
- E. Install horizontal spanning members with crown edge up and not less than 1-1/2 inches of bearing at each end.

- F. Construct double joist headers at floor and ceiling openings and under wall stud partitions that are parallel to floor joists; use metal joist hangers unless otherwise detailed.
- G. Provide bridging at joists in excess of 8 feet span as detailed. Fit solid blocking at ends of members.
- H. Frame wall openings with two or more studs at each jamb; support headers on cripple studs.

3.04 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.
- C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- D. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- E. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- F. Provide the following specific non-structural framing and blocking:
 - 1. Cabinets and shelf supports.
 - 2. Handrails.
 - 3. Grab bars.
 - 4. Towel and bath accessories.
 - 5. Wall-mounted door stops.
 - 6. Wall paneling and trim.
 - 7. Joints of rigid wall coverings that occur between studs.

3.05 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

3.06 CLEANING

- A. Waste Disposal: Comply with the requirements of Section 01 7419.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

**SECTION 07 0001
DIVISION 7 - THERMAL & MOISTURE PROTECTION**

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DIVISION 7 - THERMAL & MOISTURE PROTECTION

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SECTION 07 4113
METAL ROOF PANELS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Structural roofing system of preformed steel panels.
- B. Fastening system.
- C. Accessories and miscellaneous components.

1.02 REFERENCE STANDARDS

- A. ASCE 7 - Minimum Design Loads for Buildings and Other Structures; 2010, with 2013 Supplements and Errata.
- B. ASTM E1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference; 2005 (Reapproved 2012).
- C. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies; Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Include layouts of roof panels, details of edge and penetration conditions, spacing and type of connections, flashings, underlayment, and special conditions.
 - 1. Show work to be field-fabricated or field-assembled.
- C. Selection Samples: For each roofing system specified, submit color chips representing manufacturer's full range of available colors and patterns.
- D. Test Reports: Indicate compliance of metal roofing system to specified requirements.
- E. Warranty: Submit specified manufacturer's warranty and ensure that forms have been completed in Owner's name and are registered with manufacturer.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing panels on project site as recommended by manufacturer to minimize damage to panels prior to installation.

1.05 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Finish Warranty: Provide manufacturer's special warranty covering failure of factory-applied exterior finish on metal roof panels and agreeing to repair or replace panels that show evidence of finish degradation, including significant fading, chalking, cracking, or peeling within specified warranty period of 5 year period from date of Substantial Completion.
- C. Waterproofing Warranty: Provide manufacturer's warranty for weathertightness of roofing system, including agreement to repair or replace roofing that fails to keep out water within specified warranty period of 5 years from date of Substantial Completion.

PART 2 PRODUCTS

2.01 STRUCTURAL METAL ROOF PANELS

- A. Structural Metal Roofing: Provide complete roofing assemblies, including roof panels, clips, fasteners, connectors, and miscellaneous accessories, tested for conformance to the following minimum standards:
 1. Structural Design Criteria: Provide panel assemblies designed to safely support design loads at support spacing indicated, with deflection not to exceed 1/180 of the span when tested in accordance with ASTM E1592.
 - a. Dead Loads: Weight of roofing system.
 - b. Live Loads: As required by ASCE 7.
 2. Wind Uplift: Class 90 wind uplift resistance of UL 580.
- B. Metal Panels: Factory-formed panels with factory-applied finish.
 1. Type: Single skin, uninsulated.
 2. Steel Panels:

- a. Steel Thickness: Minimum 0.024 inch.
3. Texture: Smooth.
4. Width: Maximum panel coverage of 20 inches.

2.02 ATTACHMENT SYSTEM

- A. Exposed System: Provide manufacturer's recommended stainless steel fasteners engineered to meet performance requirements and equipped with appropriate sealant separators to provide weathertight connections that will accommodate anticipated thermal movement.

2.03 ACCESSORIES AND MISCELLANEOUS ITEMS

- A. Miscellaneous Sheet Metal Items: Provide flashings, gutters, downspouts, and trim of the same material, thickness, and finish as used for the roofing panels. Items completely concealed after installation may optionally be made of stainless steel.
 1. Downspouts: Open face, rectangular profile.
- B. Rib and Ridge Closures: Provide prefabricated, close-fitting components of steel with corrosion resistant finish.
- C. Sealants: As specified in Section 07 9005.
 1. Exposed sealant must cure to rubber-like consistency.
 2. Concealed sealant must be non-hardening type.

2.04 FABRICATION

- A. Panels: Fabricate panels and accessory items at factory, using manufacturer's standard processes as required to achieve specified appearance and performance requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation of preformed metal roof panels until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Coordinate roofing work with provisions for roof drainage, flashing, trim, penetrations, and other adjoining work to assure that the completed roof will be free of leaks.
- B. Separate dissimilar metals by applying a bituminous coating, self-adhering rubberized asphalt sheet, or other permanent method approved by roof panel manufacturer.
- C. Where metal will be in contact with wood or other absorbent material subject to wetting, seal joints with sealing compound and apply one coat of heavy-bodied bituminous paint.

3.03 INSTALLATION

- A. Overall: Install roofing system in accordance with approved shop drawings and panel manufacturer's instructions and recommendations, as applicable to specific project conditions. Anchor all components of roofing system securely in place while allowing for thermal and structural movement.
 1. Install roofing system with exposed fasteners prefinished to match panels.
 2. Minimize field cutting of panels. Where field cutting is absolutely required, use methods that will not distort panel profiles. Use of torches for field cutting is absolutely prohibited.
- B. Accessories: Install all components required for a complete roofing assembly, including flashings, gutters, downspouts, trim, closure strips, and similar roof accessory items.
- C. Roof Panels: Install panels in strict accordance with manufacturer's instructions, minimizing transverse joints except at junction with penetrations.

3.04 CLEANING

- A. Clean exposed sheet metal work at completion of installation. Remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving the work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to the finish.

END OF SECTION

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METAL ROOF PANELS

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SECTION 07 4213
METAL WALL PANELS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufactured metal panels for walls and soffits, with related flashings and accessory components.

1.02 SUBMITTALS

- A. Shop Drawings: Indicate dimensions, layout, joints, construction details, methods of anchorage.
- B. Samples: Submit two samples of wall panel and soffit panel, 12 inch by 12 inch in size illustrating finish color, sheen, and texture.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Protect panels from accelerated weathering by removing or venting sheet plastic shipping wrap.
- B. Store prefinished material off ground and protected from weather. Prevent twisting, bending, or abrasion, and provide ventilation to stored materials. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials that may cause discoloration or staining of products.

1.04 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion, including defects in water tightness and integrity of seals.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Metal Wall Panels - Exposed Fasteners:

2.02 MANUFACTURED METAL PANELS

- A. Wall Panel System: Factory fabricated prefinished metal panel system, site assembled.
 1. Provide exterior panels and soffit panels.
 2. Maximum Allowable Deflection of Panel: 1/180 of span.
 3. Movement: Accommodate movement within system without damage to components or deterioration of seals, movement within system; movement between system and perimeter components when subject to seasonal temperature cycling; dynamic loading and release of loads; and deflection of structural support framing.
 4. Drainage: Provide positive drainage to exterior for moisture entering or condensation occurring within panel system.
 5. Fabrication: Formed true to shape, accurate in size, square, and free from distortion or defects; pieces of longest practical lengths.
 6. Corners: Factory-fabricated in one continuous piece with minimum 18 inch returns.
 7. Exterior Panel Back Coating: Panel manufacturer's standard polyester wash coat.
- B. Exterior Panels:
 1. Profile: Vertical.
 2. Side Seams: Double-interlocked, tight-fitting, sealed with continuous gaskets.
 3. Material: Precoated steel sheet, 22 gage, 0.0299 inch minimum thickness.
 4. Color: As selected by Architect from manufacturer's standard line.
- C. Soffit Panels:
 1. Profile: flush.
 2. Color: As selected by Architect from manufacturer's standard line.
- D. Internal and External Corners: Same material, thickness, and finish as exterior sheets; profile to suit system; shop cut and factory mitered to required angles.
- E. Expansion Joints: Same material, thickness and finish as exterior sheets; ____ gage, ____ inch thick; manufacturer's standard brake formed type, of profile to suit system.
- F. Trim: Same material, thickness and finish as exterior sheets; brake formed to required profiles.
- G. Anchors: Galvanized steel.

2.03 FINISHES

- A. Exposed Surface Finish: Panel manufacturer's standard polyvinylidene fluoride (PVDF) coating, top coat over epoxy primer.
- B. Panel Backside Finish: Panel manufacturer's standard siliconized polyester wash coat.

2.04 ACCESSORIES

- A. Gaskets: Manufacturer's standard type suitable for use with system, permanently resilient; ultraviolet and ozone resistant.
- B. Sealants: Manufacturer's standard type suitable for use with installation of system; non-staining.
- C. Fasteners: Manufacturer's standard type to suit application; with soft neoprene washers, steel, hot dip galvanized. Fastener cap same color as exterior panel.
 - 1. Metal-to-Metal Fasteners: Self-drilling, self-tapping screws.
- D. Field Touch-up Paint: As recommended by panel manufacturer.
- E. Bituminous Paint: Asphalt base.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that building framing members are ready to receive panels.

3.02 PREPARATION

- A. Confirm new and existing wood framing is secure, level, plumb and properly aligned with adjacent wall sections to accept the new siding material.

3.03 INSTALLATION

- A. Install panels on walls and soffits in accordance with manufacturer's instructions.
- B. Protect surfaces in contact with cementitious materials and dissimilar metals with bituminous paint. Allow to dry prior to installation.
- C. Fasten panels to structural supports; aligned, level, and plumb.
- D. Locate joints over supports. Lap panel ends minimum 2 inches.
- E. Seal and place gaskets to prevent weather penetration. Maintain neat appearance.

3.04 TOLERANCES

- A. Maximum Offset From True Alignment Between Adjacent Members Butting or In Line: 1/16 inch.
- B. Maximum Variation from Plane or Location Indicated on Drawings: 1/4 inch.

3.05 CLEANING

- A. Remove site cuttings from finish surfaces.
- B. Clean and wash prefinished surfaces with mild soap and water; rinse with clean water.

END OF SECTION

**SECTION 08 0001
DIVISION 8 - OPENINGS**

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DIVISION 8 - OPENINGS

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SECTION 08 1113
HOLLOW METAL DOORS AND FRAMES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-fire-rated hollow metal doors and frames.
- B. Thermally insulated hollow metal doors with frames.
- C. Hollow metal borrowed lites glazing frames.

1.02 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2009.
- C. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors; 2011.
- D. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100); 2014.
- E. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 2011.
- F. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- G. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable; 2016.
- H. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2014.
- I. BHMA A156.115 - American National Standard for Hardware Preparation in Steel Doors and Steel Frames; 2014.
- J. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2009.
- K. NAAMM HMMA 805 - Recommended Selection and Usage Guide for Hollow Metal Doors and Frames; 2012.
- L. NAAMM HMMA 830 - Hardware Selection for Hollow Metal Doors and Frames; 2002.
- M. NAAMM HMMA 831 - Hardware Locations for Hollow Metal Doors and Frames; 2011.
- N. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; 2007.
- O. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames; 2006.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced standards/guidelines.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Copies of Documents at Project Site: Maintain at the project site a copy of each referenced document that prescribes installation requirements.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Comply with NAAMM HMMA 840 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion and adverse effects on factory applied painted finish.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Hollow Metal Doors and Frames:
 1. Ceco Door, an Assa Abloy Group company; _____: www.assaabloydss.com.
 2. Republic Doors; _____: www.republicdoor.com.
 3. Steelcraft, an Allegion brand; _____: www.allegion.com/sle.
 4. Mesker Door; www.meskerdoor.com/
 5. _____.
 6. Substitutions: See Section 01 6000 - Product Requirements.

2.02 DESIGN CRITERIA

- A. Requirements for Hollow Metal Doors and Frames:
 1. Steel used for fabrication of doors and frames shall comply with one or more of the following requirements; Galvannealed steel conforming to ASTM A653/A653M, cold-rolled steel conforming to ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel conforming to ASTM A1011/A1011M, Commercial Steel (CS) Type B for each.
 2. Accessibility: Comply with ICC A117.1 and ADA Standards.
 3. Exterior Door Top Closures: Flush end closure channel, with top and door faces aligned.
 4. Typical Door Face Sheets: Flush.
 5. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings. Style: Manufacturers standard.
 6. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
 7. Finish: Factory primed, for field finishing.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.03 HOLLOW METAL DOORS

- A. Exterior Doors: Thermally insulated.
 1. Based on NAAMM HMMA Custom Guidelines:
 - a. Comply with guidelines of NAAMM HMMA 861 for Commercial Hollow Metal Doors and Frames.
 - b. Performance Level 3 - Heavy Duty, in accordance with NAAMM HMMA 805.
 - c. Physical Performance Level C, 250,000 cycles; in accordance with ANSI/SDI A250.4.
 - d. Door Face Metal Thickness: 16 gage, 0.053 inch, minimum.
 - e. Zinc Coating: G90/Z275 galvanized coating; ASTM A653/A653M.
 2. Core Material: Vertical steel stiffeners with fiberglass batts.
 3. Door Thickness: 1-3/4 inch, nominal.
 4. Weatherstripping: Refer to Section 08 7100.
- B. Interior Doors, Non-Fire Rated:
 1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
 - a. Level 2 - Heavy-duty.
 - b. Physical Performance Level B, 500,000 cycles; in accordance with ANSI/SDI A250.4.
 - c. Model 1 - Full Flush.
 - d. Door Face Metal Thickness: 18 gage, 0.042 inch, minimum.
 2. Core Material: Vertical steel stiffeners.
 3. Door Thickness: 1-3/4 inch, nominal.

2.04 HOLLOW METAL FRAMES

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. General:
 - 1. Comply with the requirements of grade specified for corresponding door.
 - a. ANSI A250.8 - SDI-100, Level 2 and 3 Door Frames: 14 gage, 0.067 inch, minimum thickness.
 - 2. Finish: Same as for door.
- C. Exterior Door Frames: Face welded type.
 - 1. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with A40/ZF120 coating.
 - 2. Frame Metal Thickness: 16 gage, 0.053 inch, minimum.
 - 3. Weatherstripping: Separate, see Section 08 7100.
- D. Interior Door Frames, Non-Fire Rated: Knock-down type.
 - 1. Frame Metal Thickness: 16 gage, 0.053 inch, minimum.
- E. Borrowed Lites Glazing Frames: Construction and face dimensions to match door frames, and as indicated on drawings.

2.05 ACCESSORIES

- A. Glazing: Clear sheet glass, 1/4 inch (6 mm) thick, field install, with removable stops on secure side of wall..
- B. Removable Stops: Formed sheet steel, mitered or butted corners; prepared for countersink style tamper proof screws.
- C. Silencers: Resilient rubber, fitted into drilled hole; 3 on strike side of single door, 3 on center mullion of pairs, and 2 on head of pairs without center mullions.
- D. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.

2.06 FINISHES

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.
- B. Bituminous Coating: Asphalt emulsion or other high-build, water-resistant, resilient coating.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

- A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.
- B. Coat inside of frames with bituminous coating to a thickness of 1/16 inch.

3.03 INSTALLATION

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

3.04 TOLERANCES

- A. Maximum Diagonal Distortion: 1/16 in measured with straight edge, corner to corner.

3.05 ADJUSTING

- A. Adjust for smooth and balanced door movement.

END OF SECTION

SECTION 08 3100
ACCESS DOORS AND PANELS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wall and ceiling access door and frame units.
- B. Wall & Ceiling access door & frame units where required by code to reach valving or junctions.
 - 1. No access doors are specifically required in the plans; this section applicable only where building codes require access to a particular system, fitting, valve or part.

1.02 REFERENCE STANDARDS

- A. ITS (DIR) - Directory of Listed Products; current edition.
- B. UL (FRD) - Fire Resistance Directory; current edition.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide sizes, types, finishes, hardware, scheduled locations, and details of adjoining work.
- C. Shop Drawings: Indicate exact position of each access door and/or panel unit.

PART 2 PRODUCTS

2.01 ACCESS DOOR AND PANEL APPLICATIONS

- A. Walls, Unless Otherwise Indicated:
 - 1. Size: 12 by 12 inch, unless otherwise indicated.
 - 2. Standard duty, hinged door.
 - 3. Tool-operated spring or cam lock; no handle.
 - 4. Wall Mounting Criteria: Provide surface-mounted face frame and door surface flush with frame surface.
 - 5. In Gypsum Board: Drywall bead frame with door surface flush with wall surface.
- B. Walls in Wet Areas:
 - 1. Size: 12 by 12 inch, unless otherwise indicated.
 - 2. Standard duty, hinged door.
 - 3. Tool-operated spring or cam lock; no handle.
 - 4. Wall Mounting Criteria: Provide surface-mounted face frame and door surface flush with frame surface.
 - 5. In Gypsum Board: Drywall bead frame with door surface flush with wall surface.
- C. Ceilings, Unless Otherwise Indicated: Same type as for walls.
 - 1. Size in Other Ceilings: 12 by 12 inch, unless otherwise indicated.
 - 2. Standard duty, hinged door.
 - 3. Tool-operated spring or cam lock; no handle.

2.02 WALL AND CEILING UNITS

- A. Manufacturers:
 - 1. ACUDOR Products Inc: www.acudor.com.
 - 2. Babcock-Davis: _____: www.babcockdavis.com/sle.
 - 3. Karp Associates, Inc: _____: www.karpinc.com.
 - 4. Milcor, Inc: _____: www.milcorinc.com.
- B. Access Doors: Factory fabricated door and frame units, fully assembled units with corner joints welded, filled, and ground flush; square and without rack or warp; coordinate requirements with assemblies that units are to be installed in.
 - 1. Material: Steel.
 - 2. Style: Exposed frame with door surface flush with frame surface.
 - 3. Door Style: Single thickness with rolled or turned in edges.
 - 4. Frames: 16 gage, 0.0598 inch, minimum.
 - 5. Single Thickness Steel Door Panels: 1/16 inch, minimum.
 - 6. Door Panels to Receive Wall/Ceiling Finish: Surface recessed 5/8 inch back from wall face.

7. Insulation: Non-combustible mineral or glass fiber.
8. Steel Finish: Primed.
 - a. Field paint to match surrounding wall or ceiling surface.
9. Hardware:
 - a. Hinges for Non-Fire-Rated Units: Concealed, constant force closure spring type.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that rough openings are correctly sized and located.

3.02 INSTALLATION

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

END OF SECTION

SECTION 08 3613
SECTIONAL DOORS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Overhead sectional doors, manually operated.
- B. Operating hardware and supports.

1.02 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- B. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference; 2014.
- C. DASMA 102 - American National Standard Specifications for Sectional Overhead Type Doors; 2011.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate opening dimensions and required tolerances, connection details, anchorage spacing, hardware locations, and installation details.
- C. Product Data: Show component construction, anchorage method, and hardware.
- D. Samples: Submit two panel finish samples, 12x12 inch in size, illustrating color and finish.
- E. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of type specified and with at least three years documented experience.
- B. Conform to applicable code for motor and motor control requirements.
- C. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified.

1.05 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for warranty requirements.
- B. Correct defective Work within a two year period after Date of Substantial Completion.
- C. Warranty: Repair or replace defective equipment or materials for two a two year period after date of substantial completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Sectional Doors:
 1. C.H.I. Overhead Doors; Model 3295 Aluminum Full-View Doors: www.chiohd.com/sle.
 2. Clopay Building Products; Model 3720: www.clopaydoor.com/sle.
 3. Wayne-Dalton, a Division of Overhead Door Corporation; _____: www.wayne-dalton.com.

2.02 STEEL DOOR COMPONENTS

- A. Steel Doors: Flush steel, insulated; standard lift operating style with track and hardware; complying with DASMA 102, Commercial application.
 1. Performance: Withstand positive and negative wind loads equal to 1.5 times design wind loads specified by local code without damage or permanent set, when tested in accordance with ASTM E330/E330M, using 10 second duration of maximum load.
 2. Door Nominal Thickness: 2 inches thick.
 3. Exterior Finish: Factory finished with acrylic baked enamel; color as selected by Architect.
 4. Interior Finish: Factory finished with acrylic baked enamel; color as selected from manufacturers standard line.

- B. Door Panels: Steel construction; outer steel sheet of 0.058 inch minimum thickness, flat profile; inner steel sheet of 27 gage, 0.0164 inch minimum thickness, flat profile; core reinforcement _____ inch sheet steel roll formed to channel shape, rabbeted weather joints at meeting rails; polyurethane insulation.
- C. Glazing: Annealed float glass; single pane; clear; 1/8 inch thick.

2.03 DOOR COMPONENTS

- A. Track: Rolled galvanized steel, 0.090 inch minimum thickness; 2 inch wide, continuous one piece per side; galvanized steel mounting brackets 1/4 inch thick.
- B. Hinge and Roller Assemblies: Heavy duty hinges and adjustable roller holders of galvanized steel; floating hardened steel bearing rollers, located at top and bottom of each panel, each side.
- C. Lift Mechanism: Torsion spring on cross head shaft, with braided galvanized steel lifting cables.
- D. Sill Weatherstripping: Resilient hollow rubber strip, one piece; fitted to bottom of door panel, full length contact.
- E. Jamb Weatherstripping: Roll formed steel section full height of jamb, fitted with resilient weatherstripping, placed in moderate contact with door panels.
- F. Head Weatherstripping: EPDM rubber seal, one piece full length.
- G. Panel Joint Weatherstripping: Neoprene foam seal, one piece full length.
- H. Lock: Inside center mounted, adjustable keeper, spring activated latch bar with feature to retain in locked or retracted position; interior and exterior handle.

2.04 MATERIALS

- A. Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G60/Z180 coating, plain surface.
- B. Insulation: Foamed-in-place polyurethane, bonded to facing.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that wall openings are ready to receive work and opening dimensions and tolerances are within specified limits.

3.02 PREPARATION

- A. Prepare opening to permit correct installation of door unit to perimeter air and vapor barrier seal.
- B. Apply primer to wood frame.

3.03 INSTALLATION

- A. Install door unit assembly in accordance with manufacturer's instructions.
- B. Anchor assembly to wall construction and building framing without distortion or stress.
- C. Securely brace door tracks suspended from structure. Secure tracks to structural members only.
- D. Fit and align door assembly including hardware.

3.04 TOLERANCES

- A. Maximum Variation from Plumb: 1/16 inch.
- B. Maximum Variation from Level: 1/16 inch.
- C. Longitudinal or Diagonal Warp: Plus or minus 1/8 inch from 10 ft straight edge.
- D. Maintain dimensional tolerances and alignment with adjacent work.

3.05 ADJUSTING

- A. Adjust door assembly for smooth operation and full contact with weatherstripping.
- B. Have manufacturer's field representative present to confirm proper operation and identify adjustments to door assembly for specified operation.

3.06 CLEANING

- A. Clean doors and frames and glazing.
- B. Remove temporary labels and visible markings.

3.07 PROTECTION

- A. Protect installed products from damage until Date of Substantial Completion.
- B. Do not permit construction traffic through overhead door openings after adjustment and cleaning.

END OF SECTION

SECTION 08 7100
DOOR HARDWARE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hardware for hollow metal doors.
- B. Thresholds.
- C. Weatherstripping and gasketing.

1.02 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. BHMA A156.1 - American National Standard for Butts and Hinges; 2013.
- C. BHMA A156.2 - American National Standard for Bored and Preassembled Locks & Latches; 2011.
- D. BHMA A156.4 - American National Standard for Door Controls - Closers; 2013.
- E. BHMA A156.6 - American National Standard for Architectural Door Trim; 2010.
- F. BHMA A156.7 - American National Standard for Template Hinge Dimensions; 2014.
- G. BHMA A156.16 - American National Standard for Auxiliary Hardware; 2013.
- H. BHMA A156.18 - American National Standard for Materials and Finishes; 2012.
- I. BHMA A156.21 - American National Standard for Thresholds; 2014.
- J. BHMA A156.22 - American National Standard for Door Gasketing and Edge Seal Systems, Builders Hardware Manufacturers Association; 2012.
- K. DHI (LOCS) - Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames; 2004.
- L. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2009.
- M. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2016.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the manufacture, fabrication, and installation of products that door hardware is installed on.
- B. Keying Requirements Meeting:
 1. Owner will schedule meeting at project site prior to General Contractor occupancy.
 2. Attendance Required:
 - a. General Contractor.
 - b. Owner.
 - c. Architect.
 - d. Hardware Installer.
 - e. Owner's Security Consultant.
 3. Agenda:
 - a. Establish keying requirements.
 - b. Verify locksets and locking hardware are functionally correct for project requirements.
 - c. Establish keying submittal schedule and update requirements.
 4. Incorporate "Keying Requirements Meeting" decisions into keying submittal upon review of door hardware keying system including, but not limited to, the following:
 5. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.
 6. Deliver established keying requirements to manufacturers.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project, and includes construction details, material descriptions, finishes, and dimensions and profiles of individual components.

- C. Shop Drawings - Door Hardware Schedule: Submit detailed listing that includes each item of hardware to be installed on each door. Use door numbering scheme as included in Contract Documents.
 - 1. Prepared by or under supervision of Architectural Hardware Consultant (AHC).
 - 2. List groups and suffixes in proper sequence.
 - 3. Provide complete description for each door listed.
- D. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- E. Maintenance Data: Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.
 - 1. Submit manufacturer's parts lists and templates.
- F. Keying Schedule:
 - 1. Submit three (3) copies of Keying Schedule in compliance with requirements established during Keying Requirements Meeting unless otherwise indicated.
- G. Warranty: Submit manufacturer's warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
- H. Project Record Documents: Record actual locations of concealed equipment, services, and conduit.
- I. Maintenance Materials and Tools: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Lock Cylinders: 2 for each master keyed group.
 - 3. Tools: One set of each special wrench or tool applicable for each different or special hardware component, whether supplied by hardware component manufacturer or not.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified for commercial door hardware with at least three years of documented experience.
- B. Supplier Qualifications: Company with certified Architectural Hardware Consultant (AHC) and Electrified Hardware Consultant (EHC) to assist in work of this section.

1.06 DELIVERY, STORAGE, AND HANDLING

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

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Warranty against defects in material and workmanship for period indicated, from Date of Substantial Completion.
 - 1. Locksets and Cylinders: Three years, minimum.
 - 2. Other Hardware: Two years, minimum.

PART 2 PRODUCTS

2.01 DESIGN AND PERFORMANCE CRITERIA

- A. Provide specified door hardware as required to make doors fully functional, compliant with applicable codes, and secure to extent indicated.
- B. Provide individual items of single type, of same model, and by same manufacturer.
- C. Provide door hardware products that comply with the following requirements:
 - 1. Applicable provisions of federal, state, and local codes.
 - 2. Accessibility: ADA Standards and ICC A117.1.
- D. Fasteners:
 - 1. Provide fasteners of proper type, size, quantity, and finish that comply with commercially recognized standards for proposed applications.
 - a. Aluminum fasteners are not permitted.
 - b. Provide phillips flat-head screws with heads finished to match door surface hardware unless otherwise indicated.

2. Provide machine screws for attachment to reinforced hollow metal and aluminum frames.
 - a. Self-drilling (Tek) type screws are not permitted.
3. Fire-Rated Applications: Comply with NFPA 80.
 - a. Provide wood or machine screws for hinges mortised to doors or frames, strike plates to frames, and closers to doors and frames.
 - b. Provide steel through bolts for attachment of surface mounted closers, hinges, or exit devices to door panels unless proper door blocking is provided.

2.02 HINGES

- A. Manufacturers:
 1. Basis of Design: Hager BB1279.
 2. McKinney; an Assa Abloy Group company; _____: www.assaabloydss.com.
 3. C. R. Laurence Co., Inc; _____: www.crl-arch.com.
- B. Hinges: Complying with BHMA A156.1, Grade 1.
 1. Butt Hinges: Complying with BHMA A156.1 and BHMA A156.7 for templated hinges.
 - a. Provide hinge width required to clear surrounding trim.
 2. Provide hinges on every swinging door.
 3. Provide five-knuckle full mortise butt hinges unless otherwise indicated.
 4. Provide following quantity of butt hinges for each door:
 - a. Doors up to 60 inches High: Two hinges.
 - b. Doors From 60 inches High up to 90 inches High: Three hinges.

2.03 CYLINDRICAL LOCKS

- A. Manufacturers:
 1. Sargent; an Assa Abloy Group company; 11 Line, J Lever, L Rose: www.assaabloydss.com.
- B. Cylindrical Locks (Bored): Complying with BHMA A156.2, Grade 1, 4000 Series.
 1. Bored Hole: 2-1/8 inch diameter.
 2. Latchbolt Throw: 1/2 inch, minimum.
 3. Backset: _____ inch unless otherwise indicated.
 4. Strikes: Provide manufacturer's standard strike for each latchset or lockset with strike box and curved lip extending to protect frame in compliance with indicated requirements.
 - a. Finish: To match lock or latch.
 5. Provide a lock for each door, unless otherwise indicated that lock is not required.
 6. Provide an office lockset for swinging door where hardware set is not indicated.
 7. Trim: Provide lever handle or pull trim on outside of each lock, unless otherwise indicated.

2.04 CLOSERS

- A. Manufacturers; Surface Mounted:
 1. Norton; an Assa Abloy Group company; #1431: www.assaabloydss.com.
 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. Closers: Complying with BHMA A156.4, Grade 1.
 1. Type: Surface mounted to door.
 2. Provide door closer on each exterior door.
 3. At outswinging exterior doors, mount closer on interior side of door.
 4. Include stop and hold-open functions on all closers.

2.05 PROTECTION PLATES

- A. Protection Plates: Complying with BHMA A156.6.
- B. Edges: Beveled, on four sides unless otherwise indicated.
- C. Fasteners: Countersunk screw fasteners.
- D. Drip Guard: Provide at head of exterior doors unless covered by roof or canopy.

2.06 KICK PLATES

- A. Manufacturers:
 1. Hiawatha, Inc, an Activar Construction Products Group company; _____: www.activarcpg.com/hiawatha.
 2. Trimco; _____: www.trimcohardware.com.

- 3. Substitutions: See Section 01 6000 - Product Requirements.
- B. Kick Plates: Provide along bottom edge of push side of every door with closer, except aluminum storefront and glass entry doors, unless otherwise indicated.
 - 1. Size: 8 inch high by 2 inch less door width (LDW) on push side of door.

2.07 WALL STOPS

- A. Wall Stops: Complying with BHMA A156.16, Grade 1 and Resilient Material Retention Test as described in this standard.
 - 1. Type: Bumper, concave, wall stop.
 - 2. Material: Aluminum housing with rubber insert.

2.08 THRESHOLDS

- A. Manufacturers:
 - 1. Pemko; an Assa Abloy Group company; www.assaabloydss.com.
 - 2. Hager Companies; www.hagerco.com.
 - 3. National Guard Products, Inc; www.ngpinc.com.
 - 4. Zero International, Inc; www.zerointernational.com.
- B. Thresholds: Complying with BHMA A156.21.
 - 1. Provide threshold at each exterior door, unless otherwise indicated.
 - 2. Type: Flat surface.
 - 3. Material: Aluminum.
 - 4. Threshold Surface: Fluted horizontal grooves across full width.
 - 5. Field cut threshold to profile of frame and width of door sill for tight fit.
 - 6. Provide non-corroding fasteners at exterior locations.

2.09 WEATHERSTRIPPING AND GASKETING

- A. Manufacturers:
 - 1. Pemko; an Assa Abloy Group company; www.assaabloydss.com.
 - 2. Hager Companies; www.hagerco.com.
 - 3. National Guard Products, Inc; www.ngpinc.com.
 - 4. Zero International, Inc; www.zerointernational.com.
- B. Weatherstripping and Gasketing: Complying with BHMA A156.22.
 - 1. Head and Jamb Type: Adjustable.
 - 2. Door Sweep Type: Encased in retainer.
 - 3. Material: Aluminum, with brush weatherstripping.
 - 4. Provide weatherstripping on each exterior door at head, jambs, and meeting stiles of door pairs, unless otherwise indicated.
 - 5. Provide door bottom sweep on each exterior door, unless otherwise indicated.

2.10 9. MISCELLANEOUS ITEMS (ON DOOR)

2.11 FINISHES

- A. Finishes: Provide door hardware of same finish, unless otherwise indicated.
 - 1. Primary Finish: 626; satin chromium plated over nickel, with brass or bronze base material (former US equivalent US26D); BHMA A156.18.
 - 2. Secondary Finish: 625; bright chromium plated over nickel, with brass or bronze base material (former US equivalent US26); BHMA A156.18.
 - a. Use secondary finish in kitchens, bathrooms, and other spaces containing chrome or stainless steel finished appliances, fittings, and equipment; provide primary finish on one side of door and secondary finish on other side if necessary.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.

- C. Door Hardware Mounting Heights: Distance from finished floor to center line of hardware item. As indicated in following list; unless noted otherwise in Door Hardware Schedule or on drawings.
 - 1. For Steel Doors and Frames: Install in compliance with DHI (LOCS) recommendations.
 - 2. Mounting heights in compliance with ADA Standards:
 - a. Locksets: 40-5/16 inch.
- D. Set exterior door thresholds with full-width bead of elastomeric sealant at each point of contact with floor providing a continuous weather seal; anchor thresholds with stainless steel countersunk screws.

3.03 FIELD QUALITY CONTROL

- A. Perform field inspection and testing under provisions of Section 01 4000 - Quality Requirements.

3.04 ADJUSTING

- A. Adjust work under provisions of Section 01 7000 - Execution and Closeout Requirements.
- B. Adjust hardware for smooth operation.
- C. Adjust gasketing for complete, continuous seal; replace if unable to make complete seal.

3.05 CLEANING

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

3.06 PROTECTION

- A. Protect finished Work under provisions of Section 01 7000 - Execution and Closeout Requirements.
- B. Do not permit adjacent work to damage hardware or finish.

END OF SECTION

SECTION 09 0001
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SECTION 09 2116
GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCE STANDARDS

- A. AISI S100-12 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute; 2012.
- B. AISI SG02-1 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute; 2001 with 2004 supplement. (replaced SG-971)
- C. ANSI A108.11 - American National Standard for Interior Installation of Cementitious Backer Units; 2010 (Revised).
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- E. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2015.
- F. ASTM C514 - Standard Specification for Nails for the Application of Gypsum Board; 2004 (Reapproved 2014).
- G. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2014.
- H. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2012.
- I. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2015.
- J. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.
- K. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2015.
- L. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2014.
- M. ASTM C1047 - Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base; 2014a.
- N. ASTM C1288 - Standard Specification for Discrete Non-Asbestos Fiber-Cement Interior Substrate Sheets; 2014.
- O. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.
- P. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2012.
- Q. GA-216 - Application and Finishing of Gypsum Board; 2013.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
- C. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing gypsum board installation and finishing, with minimum three years of experience.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

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

2.02 METAL FRAMING MATERIALS

- A. Manufacturers - Metal Framing, Connectors, and Accessories:
 - 1. Clarkwestern Dietrich Building Systems LLC; ____: www.clarkdietrich.com.
 - 2. Marino; ____: www.marinoware.com.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.
- B. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf.
 - 1. Studs: "C" shaped with flat or formed webs with knurled faces.
 - 2. Runners: U shaped, sized to match studs.
 - 3. Ceiling Channels: C-shaped.
- C. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.
- D. Partition Head to Structure Connections: Provide mechanical anchorage devices that accommodate deflection using slotted holes, screws and anti-friction bushings, preventing rotation of studs while maintaining structural performance of partition.
 - 1. Structural Performance: Maintain lateral load resistance and vertical movement capacity required by applicable code, when evaluated in accordance with AISI S100-12.
 - 2. Material: ASTM A653/A653M steel sheet, SS Grade 50/340, with G60/Z180 hot dipped galvanized coating.

2.03 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. CertainTeed Corporation; ____: www.certainteed.com.
 - 2. Georgia-Pacific Gypsum; ____: www.gpgypsum.com.
 - 3. Lafarge North America Inc: www.lafargenorthamerica.com.
 - 4. National Gypsum Company; ____: www.nationalgypsum.com.
 - 5. USG Corporation; ____: www.usg.com.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - a. Mold resistant board is required at all locations.
 - 3. Thickness:
 - a. Vertical Surfaces: 5/8 inch.
 - b. Ceilings: 5/8 inch.
- C. Backing Board For Wet Areas:
 - 1. Application: Surfaces behind FRP panels in Toilet/Shower Rooms
 - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - 3. ASTM Cement-Based Board: Non-gypsum-based, cementitious board complying with ASTM C1288.
 - a. Thickness: 1/2 inch.

2.04 ACCESSORIES

- A. Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced. Thickness: 2 inch.
- B. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.

- C. Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless noted otherwise.
 - 1. Types: As detailed or required for finished appearance.
 - 2. Special Shapes: In addition to conventional corner bead and control joints, provide U-bead at exposed panel edges.
 - 3. Products:
 - a. Same manufacturer as framing materials.
- D. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
 - 1. Tape: 2 inch wide, creased paper tape for joints and corners.
 - 2. Ready-mixed vinyl-based joint compound.
- E. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inch in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion resistant.
- F. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws, corrosion resistant.
- G. Nails for Attachment to Wood Members: ASTM C514.
- H. Anchorage to Substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members as permitted by standard.
 - 1. Level ceiling system to a tolerance of 1/1200.
- C. Studs: Space studs at 16 inches on center.
 - 1. Extend partition framing to structure in all locations.
 - 2. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.
- D. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- E. Blocking: Install wood blocking for support of:
 - 1. Framed openings.
 - 2. Plumbing fixtures.
 - 3. Toilet accessories.
 - 4. Wall mounted door hardware.

3.03 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
 - 1. Place continuous bead at perimeter of each layer of gypsum board.
 - 2. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes, except where firestopping is provided.

3.04 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Non-Rated: Install gypsum board parallel to framing, with ends and edges occurring over firm bearing.
- C. Cementitious Backing Board: Install over steel framing members and plywood substrate where indicated, in accordance with ANSI A108.11 and manufacturer's instructions.

- D. Installation on Metal Framing: Use screws for attachment of gypsum board.
- E. Installation on Wood Framing: For non-rated assemblies, install as follows:
 - 1. Single-Layer Applications: Screw attachment.
- F. Moisture Protection: Treat cut edges and holes in moisture resistant gypsum board with sealant.

3.05 INSTALLATION OF TRIM AND ACCESSORIES

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

3.06 JOINT TREATMENT

- A. Paper Faced Gypsum Board: Use paper joint tape, bedded with ready-mixed vinyl-based joint compound and finished with ready-mixed vinyl-based joint compound.
- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 - 2. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish.
 - 3. Level 1: Wall areas above finished ceilings, whether or not accessible in the completed construction.
- C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
- D. Fill and finish joints and corners of cementitious backing board as recommended by manufacturer.

3.07 TOLERANCES

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

END OF SECTION

SECTION 09 7733
GLASS FIBER REINFORCED PLASTIC PANELS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Glass fiber reinforced plastic panels.
- B. Trim.

1.02 REFERENCE STANDARDS

- A. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2012.
- B. ASTM D5319 - Standard Specification for Glass-Fiber Reinforced Polyester Wall and Ceiling Panels; 2012.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Samples: Submit two samples 4 by 4 inch in size illustrating material and surface design of panels.

1.04 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Glass Fiber Reinforced Plastic Panels:
 - 1. Marlite; Standard FRP: www.marlite.com.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PANEL SYSTEMS

- A. Wall Panels:
 - 1. Panel Size: 4 by 8 feet.
 - 2. Panel Thickness: 3/32 inch.
 - 3. Surface Design: Embossed.
 - 4. Color: As selected by Architect.
 - 5. Attachment Method: Mechanical fasteners concealed by trim, with sealant in joints.

2.03 MATERIALS

- A. Panels: Glass fiber reinforced plastic (FRP), complying with ASTM D5319.
 - 1. Surface Burning Characteristics: Maximum flame spread index of 25 and smoke developed index of 450; when system tested in accordance with ASTM E84.
 - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
- B. Trim: Vinyl; color coordinating with panel.
 - 1. Use M- Series Trims including M612 Base Molding
- C. Fasteners: Nylon rivets.
- D. Adhesive: Type recommended by panel manufacturer.
- E. Sealant: Type recommended by panel manufacturer; color matching panel.

PART 3 EXECUTION

3.01 EXAMINATION

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

- C. Verify that layout of hangers will not interfere with other work; make adjustments in layout as necessary.

3.02 INSTALLATION - WALLS

- A. Install panels in accordance with manufacturer's instructions.
- B. Cut and drill panels with carbide tipped saw blades, drill bits, or snips.
- C. Pre-drill fastener holes in panels, 1/8 inch greater in diameter than fastener, spaced as indicated by panel manufacturer.
- D. Apply adhesive to the back side of the panel using trowel as recommended by adhesive manufacturer.
- E. Apply panels to wall with seams plumb and pattern aligned with adjoining panels.
- F. Install panels with manufacturer's recommended gap for panel field and corner joints.
- G. Drive fasteners to provide snug fit, and do not over-tighten.
- H. Place trim on panel before fastening edges, as required.
- I. Fill channels in trim with sealant before attaching to panel.
- J. Install trim with adhesive and screws or nails, as required.
- K. Seal gaps at floor, ceiling, and between panels with applicable sealant to prevent moisture intrusion.
- L. Remove excess sealant after paneling is installed and prior to curing.

END OF SECTION

SECTION 09 9000
PAINTING AND COATING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - 1. Both sides and edges of plywood backboards for electrical and telecom equipment before installing equipment.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Stainless steel, anodized aluminum, bronze, terne, and lead items.
 - 6. Floors, unless specifically so indicated.
 - 7. Glass.
 - 8. Acoustical materials, unless specifically so indicated.
 - 9. Concealed pipes, ducts, and conduits.
 - 10. Exposed steel members of the pre-engineered metal building superstructure.

1.02 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
 - 4. Manufacturer's installation instructions.
 - 5. If proposal of substitutions is allowed under submittal procedures, explanation of all substitutions proposed.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
 - 2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens definitely not required.
 - 3. Allow 10 days for approval process, after receipt of complete samples by Architect.
- D. Provide written statement describing moisture testing performed and confirmation of results within manufacturer's acceptable range.
- E. Manufacturer's Instructions: Indicate special surface preparation procedures.
- F. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.

2. Extra Paint and Coatings: 1 gallon of each color; store where directed.
3. Label each container with color in addition to the manufacturer's label.

1.04 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five years experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.06 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 1. Duron, Inc: www.duron.com.
 2. Benjamin Moore & Co: www.benjaminmoore.com.
 3. PPG Paints: www.ppgpaints.com.
 4. Pratt & Lambert Paints: www.prattandlambert.com.
 5. Sherwin-Williams Company: www.sherwin-williams.com.
- C. Primer Sealers: Same manufacturer as top coats.
- D. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 3. Supply each coating material in quantity required to complete entire project's work from a single production run.
 4. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
 1. Gypsum Board: Interior Latex Primer Sealer; MPI #50.
 2. Wood: Latex Primer for Interior Wood; MPI #39.

- 3. Steel -- Shop Primer: Interior/Exterior Quick Dry Alkyd Primer for Metal; MPI #76.
- 4. Galvanized Steel: Interior Water Based Galvanized Primer; MPI #134.
- C. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Architectural coatings VOC limits of the State in which the Project is located.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Flammability: Comply with applicable code for surface burning characteristics.
- E. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- F. Colors: To be selected from manufacturer's full range of available colors.
 - 1. Selection to be made by Architect after award of contract.
 - 2. Allow for minimum of two colors for each system, unless otherwise indicated, without additional cost to Owner.
 - 3. Extend colors to surface edges; colors may change at any edge as directed by Architect.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint E-OP - All Exterior Surfaces Indicated to be Painted, Unless Otherwise Indicated: Including primed metal and galvanized metal.
 - 1. Preparation as specified by manufacturer.
 - 2. Two top coats and one coat primer recommended by manufacturer.
 - 3. Primer(s): As recommended by manufacturer of top coats.
- B. Paint ME-OP-2A - Ferrous Metals, Primed, Alkyd, 2 Coat:
 - 1. Touch-up with rust-inhibitive primer recommended by top coat manufacturer.
 - 2. Semi-gloss: Two coats of alkyd enamel; ____.
- C. Paint MgE-OP-3A - Galvanized Metals, Alkyd, 3 Coat:
 - 1. One coat galvanize primer.
 - 2. Gloss: Two coats of alkyd enamel; ____.

2.04 PAINT SYSTEMS - INTERIOR

- A. Paint I-OP - All Interior Surfaces Indicated to be Painted, Unless Otherwise Indicated: Including gypsum board, wood, shop primed steel, and galvanized steel.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Interior Latex; MPI #43, 44, 52, 53, 54, 114.
 - 3. Eggshell: MPI gloss level 3; use this sheen at all gypsum board and wood/plywood surfaces.
 - 4. Semi-Gloss: MPI gloss level 5; use this sheen for all primed hollow metal items (doors, frames).
 - 5. Primer(s): As recommended by manufacturer of top coats.
 - a. Gypsum Board: MPI #50, Interior Latex Primer Sealer.
 - b. Wood: MPI #39, Latex Primer for Interior Wood.
 - c. Galvanized Steel: MPI #134, Water Based Galvanized Primer.
- B. Paint MI-OP-2A - Ferrous Metals, Primed, Alkyd, 2 Coat:
 - 1. Touch-up with alkyd primer.
 - 2. Semi-gloss: Two coats of alkyd enamel; ____.
- C. Paint Mgl-OP-3A - Galvanized Metals, Alkyd, 3 Coat:
 - 1. One coat galvanize primer.

2.05 ACCESSORY MATERIALS

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

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of coatings until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.
- F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 1. Gypsum Wallboard: 12 percent.
 2. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- G. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- H. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-SP 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- I. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand or power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- J. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- K. Interior Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- E. Sand wood and metal surfaces lightly between coats to achieve required finish.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

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

3.05 PROTECTION

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

END OF SECTION

SECTION 10 0001
DIVISION 10 - SPECIALTIES

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DIVISION 10 - SPECIALTIES

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SECTION 10 1400
SIGNAGE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Room and door signs.
- B. Interior directional and informational signs.
- C. Emergency evacuation maps.

1.02 REFERENCE STANDARDS

1.03 INTERIOR AND EXTERIOR SIGNAGE TO BE SUPPLIED AND INSTALLED BY OWNER, UNDER A SEPARATE CONTRACT.

END OF SECTION

SECTION 10 2800
TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Commercial toilet accessories.
- B. Commercial shower and bath accessories.
- C. Grab bars.

1.02 REFERENCE STANDARDS

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with the placement of internal wall reinforcement to receive anchor attachments.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit data on accessories describing size, finish, details of function, and attachment methods.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design: Bobrick Washroom Specialties.
- B. Other Acceptable Manufacturers:
 - 1. AJW Architectural Products; _____; www.ajw.com.
 - 2. Bradley Corporation; _____; www.bradleycorp.com.
- C. All items of each type to be made by the same manufacturer.

2.02 MATERIALS

- A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.

2.03 FINISHES

- A. Stainless Steel: No. 4 Brushed finish, unless otherwise noted.

2.04 TOILET ROOM ACCESSORIES

- A. Toilet Tissue Dispenser: recessed, stainless steel; single roll dispenser, with storage space for spare roll (#3 on plans).
 - 1. Bobrick: 6637
- B. Mirror (#1 on Plans)
 - 1. Size: 18" x 30"
 - 2. With fixed shelf at bottom of mirror.
 - 3. Bobrick B-165 1830.
 - 4. Mount with bottom at height to meet ADA requirements.(max 40" above finished floor).
- C. Grab Bars: Stainless steel, nonslip grasping surface finish (#2 on plans).
 - 1. Standard Duty Grab Bars:
 - a. Push/Pull Point Load: 250 pound-force, minimum.
 - b. Dimensions: 1-1/4 inch outside diameter, minimum 0.05 inch wall thickness, exposed flange mounting, 1-1/2 inch clearance between wall and inside of grab bar.
 - c. Length and Configuration: As indicated on drawings.
 - d. Products:
 - 1) Bobrick B-5860 x 42 and B-5860 x 36.
 - 2) Mount with centerlines at 34-1/2" above finished floor..

2.05 SHOWER AND TUB ACCESSORIES

- A. Clothes Hooks (#4 on Plans)
 - 1. Bobrick B-233
 - 2. Provide three at the indicated location

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify exact location of accessories for installation.
- C. Verify in-wall support blocking is properly installed.

3.02 INSTALLATION

- A. Install accessories in accordance with manufacturers' instructions in locations indicated on the drawings.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting Heights: As required by accessibility regulations, unless otherwise indicated.
 - 1. Grab Bars: As indicated on the drawings.
 - 2. Mirrors: max 40 inch, measured to bottom of mirrored surface.
- D. Mounting Heights and Locations: As required by accessibility regulations

END OF SECTION

SECTION 11 0001
DIVISION 11 - EQUIPMENT
THIS DIVISION NOT USED

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DIVISION 11 - EQUIPMENT

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SECTION 12 0001
DIVISION 12 - FURNISHINGS
NOT USED

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DIVISION 12 - FURNISHINGS

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SECTION 13 0001
DIVISION 13 - SPECIAL CONSTRUCTION
NOT USED

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DIVISION 13 - SPECIAL CONSTRUCTION

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**SECTION 14 0001
DIVISION 14 - CONVEYING EQUIPMENT
DIVISION NOT USED**

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DIVISION 14 - CONVEYING EQUIPMENT

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SECTION 22 0001
DIVISION 22 - PLUMBING

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DIVISION 22 - PLUMBING

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SECTION 22 0720
PIPING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Piping insulation.
- B. Jackets and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2011b rev. 2011.
- B. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel; 2008.
- C. ASTM D1056 - Standard Specification for Flexible Cellular Materials--Sponge or Expanded Rubber; 2007.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2012.
- E. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2010.
- F. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2006.
- G. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

PART 2 PRODUCTS

2.01 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION

- A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84, NFPA 255, or UL 723.

2.02 GLASS FIBER

- A. Insulation: ASTM C547 and ASTM C795; semi-rigid, noncombustible, end grain adhered to jacket.
 - 1. 'K' value: ASTM C177, 0.24 at 75 degrees F.
 - 2. Maximum service temperature: 650 degrees F.
 - 3. Maximum moisture absorption: 0.2 percent by volume.
- B. Vapor Barrier Jacket: White Kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.
- C. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.

2.03 EXPANDED POLYSTYRENE

- A. Insulation: ASTM C578; rigid closed cell.
 - 1. 'K' value: 0.23 at 75 degrees F.
 - 2. Maximum service temperature: 165 degrees F.
 - 3. Maximum water vapor permeance: 5.0 perms

2.04 POLYETHYLENE

- A. Insulation: Flexible closed-cell polyethylene tubing, slit lengthwise for installation, complying with applicable requirements of ASTM D1056.
 - 1. 'K' value: ASTM C177; 0.25 at 75 degrees F.
 - 2. Maximum Service Temperature: 200 degrees F.
 - 3. Density: 2 lb/cu ft.
 - 4. Maximum Moisture Absorption: 1.0 percent by volume.
 - 5. Moisture Vapor Permeability: 0.05 perm inch, when tested in accordance with ASTM E96/E96M.
 - 6. Connection: Contact adhesive.

2.05 JACKETS

- A. PVC Plastic.
 - 1. Jacket: One piece molded type fitting covers and sheet material, off-white color.
 - a. Minimum Service Temperature: 0 degrees F.

- b. Maximum Service Temperature: 150 degrees F.
- c. Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.
- d. Thickness: 10 mil.
- e. Connections: Brush on welding adhesive.

B. ABS Plastic:

- 1. Jacket: One piece molded type fitting covers and sheet material, off-white color.
 - a. Minimum Service Temperature: -40 degrees F.
 - b. Maximum Service Temperature of 180 degrees F.
 - c. Moisture Vapor Permeability: 0.012 perm inch, when tested in accordance with ASTM E96/E96M.
 - d. Thickness: 30 mil.
 - e. Connections: Brush on welding adhesive.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Exposed Piping: Locate insulation and cover seams in least visible locations.
- D. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, and expansion joints.
- E. Glass fiber insulated pipes conveying fluids below ambient temperature:
 - 1. Provide vapor barrier jackets, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
 - 2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.
- F. For hot piping conveying fluids 140 degrees F or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.
- G. Inserts and Shields:
 - 1. Application: Piping 1-1/2 inches diameter or larger.
 - 2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
 - 3. Insert location: Between support shield and piping and under the finish jacket.
 - 4. Insert configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
 - 5. Insert material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.
- H. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, refer to Section 07840.
- I. Exterior Applications: Provide vapor barrier jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor barrier cement. Cover with aluminum jacket with seams located on bottom side of horizontal piping.

END OF SECTION

SECTION 22 1007
PLUMBING PIPING SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Floor Drains.
- B. Cleanouts.

1.02 REFERENCE STANDARDS

- A. 36 CFR 1191 - Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; Final Rule; current edition; (ADA Standards for Accessible Design).
- B. ASME A112.6.3 - Floor and Trench Drains; The American Society of Mechanical Engineers; 2001 (R2007).

1.03 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide component sizes, rough-in requirements, service sizes, and finishes.
- C. Shop Drawings: Indicate dimensions, weights, and placement of openings and holes.
- D. Manufacturer's Instructions: Indicate Manufacturer's Installation Instructions: Indicate assembly and support requirements.
- E. Project Record Documents: Record actual locations of equipment, cleanouts, backflow preventers, water hammer arrestors
- F. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01600 - Product Requirements, for additional provisions.
 - 2. Extra Loose Keys for Outside Hose Bibbs: One.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Accept specialties on site in original factory packaging. Inspect for damage.

PART 2 PRODUCTS

2.01 DRAINS

- A. See Mechanical Engineer's plans and notes for product selections.
- B. Floor Drain (FD):
 - 1. Wade, 3"; #1103-TY0STD6
 - 2. Cast iron, with flange, Ty-Seal, vandal proof and nickel bronze strainer.

2.02 CLEANOUTS

- A. Manufacturers:
 - 1. Wade: #W-8474-R8
 - a. Raised Head Plug with round stainless steel vandal proof secured access cover.
 - 2. Substitutions: See Section 01600 - Product Requirements.
- B. See Mechanical Engineer's plans and notes for product selections.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Extend cleanouts to finished floor or wall surface. Lubricate threaded cleanout plugs with mixture of graphite and linseed oil. Ensure clearance at cleanout for rodding of drainage system.
- C. Encase exterior cleanouts in concrete flush with grade.
- D. Install floor cleanouts at elevation to accommodate finished floor.
- E. Install approved portable water protection devices on plumbing lines where contamination of domestic water may occur; on boiler feed water lines, janitor rooms, fire sprinkler systems, premise isolation, irrigation systems, flush valves, interior and exterior hose bibbs.

- F. Pipe relief from backflow preventer to nearest drain.
- G. Install water hammer arrestors complete with accessible isolation valve on hot and cold water supply piping to lavatories sinks washing machine outlets _____.
- H. Install air chambers on hot and cold water supply piping to each fixture or group of fixtures (each washroom). Fabricate same size as supply pipe or 3/4 inch minimum, and minimum 18 inches long.

END OF SECTION

SECTION 22 1010
PLUMBING PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pipe, pipe fittings, valves, and connections for piping systems.
 - 1. Sanitary sewer.
 - 2. Domestic water.

1.02 REFERENCE STANDARDS

- A. ANSI Z21.22 - American National Standard for Relief Valves and Automatic Gas Shutoff Devices for Hot Water Supply Systems; 1999, and addenda A&B (R2004).
- B. ASME B16.3 - Malleable Iron Threaded Fittings; The American Society of Mechanical Engineers; 2011.
- C. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; The American Society of Mechanical Engineers; 2012 (ANSI B16.18).
- D. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings; The American Society of Mechanical Engineers; 2001 (R2010).
- E. ASME B31.1 - Power Piping; The American Society of Mechanical Engineers; 2012 (ANSI/ASME B31.1).
- F. ASME B31.9 - Building Services Piping; The American Society of Mechanical Engineers; 2011 (ANSI/ASME B31.9).
- G. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2012.
- H. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2012.
- I. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service; 2011a.
- J. ASTM B32 - Standard Specification for Solder Metal; 2008.
- K. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2009.
- L. ASTM D2564 - Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems; 2004 (Reapproved 2009).
- M. ASTM D2665 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings; 2012.
- N. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings; 1996 (Reapproved 2010).
- O. AWWA C651 - Disinfecting Water Mains; American Water Works Association; 2005 (ANSI/AWWA C651).
- P. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2009.
- Q. MSS SP-67 - Butterfly Valves; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2011.
- R. MSS SP-71 - Cast Iron Swing Check Valves, Flanged and Threaded Ends; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2011.
- S. MSS SP-78 - Cast Iron Plug Valves, Flanged and Threaded Ends; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2011.
- T. MSS SP-80 - Bronze Gate, Globe, Angle and Check Valves; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2008.
- U. MSS SP-85 - Cast Iron Globe & Angle Valves, Flanged and Threaded Ends; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2011.
- V. NFPA 54 - National Fuel Gas Code; National Fire Protection Association; 2012.

1.03 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.
- C. Project Record Documents: Record actual locations of valves.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 1. See Section 01600 - Product Requirements, for additional provisions.
 2. Valve Repacking Kits: One for each type and size of valve.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with applicable codes.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.
- C. Welding Materials and Procedures: Conform to ASME (BPV IX) and applicable state labor regulations.
- D. Welder Qualifications: Certified in accordance with ASME (BPV IX).
- E. Identify pipe with marking including size, ASTM material classification, ASTM specification, potable water certification, water pressure rating.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- B. Provide temporary protective coating on cast iron and steel valves.
- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

1.06 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 SANITARY SEWER PIPING, BURIED WITHIN 5 FEET OF BUILDING

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

2.02 WATER PIPING, ABOVE GRADE

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

2.03 PIPE HANGERS AND SUPPORTS

- A. Provide hangers and supports that comply with MSS SP-58.
 1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
 2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
 3. Trapeze Hangers: Welded steel channel frames attached to structure.
 4. Vertical Pipe Support: Steel riser clamp.
 5. Floor Supports: Concrete pier or steel pedestal with floor flange; fixture attachment.
- B. Plumbing Piping - Drain, Waste, and Vent:
 1. Hangers for Pipe Sizes 1/2 Inch (15 mm) to 1-1/2 Inches (40 mm): Malleable iron, adjustable swivel, split ring.
 2. Hangers for Pipe Sizes 2 Inches (50 mm) and Over: Carbon steel, adjustable, clevis.
 3. Wall Support for Pipe Sizes to 3 Inches (80 mm): Cast iron hook.
 4. Wall Support for Pipe Sizes 4 Inches (100 mm) and Over: Welded steel bracket and wrought steel clamp.

- 5. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
- 6. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.
- C. Plumbing Piping - Water:
 - 1. Hangers for Pipe Sizes 1/2 Inch (15 mm) to 1-1/2 Inches (40 mm): Malleable iron, adjustable swivel, split ring.
 - 2. Hangers for Cold Pipe Sizes 2 Inches (50 mm) and Over: Carbon steel, adjustable, clevis.
 - 3. Hangers for Hot Pipe Sizes 2 Inches (50 mm) to 4 Inches (100 mm): Carbon steel, adjustable, clevis.

2.04 BALL VALVES

- A. Lead Free Brass & Bronze Materials
- B. ANSI/NSF 61 Section 8 2008 180°F
- C. RPTFE Seats and Stuffing Box Ring
- D. Chromium Plated Ball
- E. CWP: 600 psi (41.37 Bar) at 100°F
- F. SWP: 150 psi (10.34 Bar) at 366°F
- G. Maximum Temperature: 450°F

2.05 FLOW CONTROLS

- A. Construction: Class 125, Brass or bronze body with union on inlet and outlet, temperature and pressure test plug on inlet and outlet, blowdown/backflush drain.
- B. Calibration: Control flow within 5 percent of selected rating, over operating pressure range of 10 times minimum pressure required for control, maximum minimum pressure 3.5 psi (24 kPa).

2.06 STRAINERS

- A. Size 1-1/2 inch (40 mm) to 4 inch (100 mm):
 - 1. Class 125, flanged iron body, Y pattern with 1/16 inch (1.6 mm) stainless steel perforated screen.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- D. Install piping to maintain headroom, conserve space, and not interfere with use of space.
- E. Group piping whenever practical at common elevations.
- F. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment. Refer to Section 15122.
- G. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 15082.
- H. Provide access where valves and fittings are not exposed. Coordinate size and location of access doors with Section 08310.
- I. Install vent piping penetrating roofed areas to maintain integrity of roof assembly; refer to Section _____.

- J. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
- K. Provide support for utility meters in accordance with requirements of utility companies.
- L. Prepare exposed, unfinished pipe, fittings, supports, and accessories ready for finish painting. Refer to Section 09900.
- M. Install bell and spigot pipe with bell end upstream.
- N. Install valves with stems upright or horizontal, not inverted.
- O. Pipe vents from gas pressure reducing valves to outdoors and terminate in weather proof hood.
- P. Install water piping to ASME B31.9.
- Q. PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855.
- R. Pipe Hangers and Supports:
 - 1. Install in accordance with ASME B31.9.
 - 2. Install hangers to provide minimum 1/2 inch (15 mm) space between finished covering and adjacent work.
 - 3. Place hangers within 12 inches (300 mm) of each horizontal elbow.
 - 4. Use hangers with 1-1/2 inch (40 mm) minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
 - 5. Support vertical piping at every floor. Support riser piping independently of connected horizontal piping.
 - 6. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
 - 7. Provide copper plated hangers and supports for copper piping.
 - 8. Provide hangers adjacent to motor driven equipment with vibration isolation; refer to Section 15072.
 - 9. Support cast iron drainage piping at every joint.

3.04 TOLERANCES

- A. Water Piping: Slope at minimum of 1/32 inch per foot (1:400) and arrange to drain at low points.

3.05 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. Prior to starting work, verify system is complete, flushed and clean.
- B. Inject disinfectant, free chlorine in liquid, powder, tablet or gas form, throughout system to obtain 50 to 80 mg/L residual.
- C. Bleed water from outlets to ensure distribution and test for disinfectant residual at minimum 15 percent of outlets.
- D. Maintain disinfectant in system for 24 hours.
- E. If final disinfectant residual tests less than 25 mg/L, repeat treatment.
- F. Flush disinfectant from system until residual equal to that of incoming water or 1.0 mg/L.
- G. Take samples no sooner than 24 hours after flushing, from 10 percent of outlets and from water entry, and analyze in accordance with AWWA C651.

3.06 SERVICE CONNECTIONS

- A. Provide new water service complete with approved reduced pressure backflow preventer and water meter with by-pass valves, and sand strainer.
- B. Provide new gas service complete with gas meter and regulators. Gas service distribution piping to have initial minimum pressure of 7 inch wg (1.75 kPa). Provide regulators on each line serving gravity type appliances, sized in accordance with equipment.

3.07 SCHEDULES

- A. Pipe Hanger Spacing:
 - 1. Metal Piping:
 - a. Pipe size: 1/2 inches (15 mm) to 1-1/4 inches (32 mm):
 - 1) Maximum hanger spacing: 6.5 ft (2 m).
 - 2) Hanger rod diameter: 3/8 inches (9 mm).

- b. Pipe size: 1-1/2 inches (40 mm) to 2 inches (50 mm);
 - 1) Maximum hanger spacing: 10 ft (3 m).
 - 2) Hanger rod diameter: 3/8 inch (9 mm).
- c. Pipe size: 2-1/2 inches (65 mm) to 3 inches (75 mm);
 - 1) Maximum hanger spacing: 10 ft (3 m).
 - 2) Hanger rod diameter: 1/2 inch (13 mm).
- d. Pipe size: 4 inches (100 mm) to 6 inches (150 mm);
 - 1) Maximum hanger spacing: 10 ft (3 m).
 - 2) Hanger rod diameter: 5/8 inch (15 mm).

2. Plastic Piping:

- a. All Sizes:
 - 1) Maximum hanger spacing: 6 ft (1.8 m).
 - 2) Hanger rod diameter: 3/8 inch (9 mm).

END OF SECTION

SECTION 22 3100
PLUMBING EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water heaters.

1.02 REFERENCE STANDARDS

- A. ANSI Z21.10.1 - Gas Water Heaters - Volume I - Storage Water Heaters with Input Ratings of 75,000 Btu per Hour or Less; 2011.
- B. ANSI Z21.10.3 - Gas Water Heaters - Volume III - Storage Water Heaters with Input Ratings Above 75,000 Btu per Hour, Circulating and Instantaneous Water Heaters; 2011.
- C. ASME (BPV VIII, 1) - Boiler and Pressure Vessel Code, Section VIII, Division 1 - Rules for Construction of Pressure Vessels; The American Society of Mechanical Engineers; 2010.
- D. UL 174 - Standard for Household Electric Storage Tank Water Heaters; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.
- E. UL 778 - Standard for Motor-Operated Water Pumps; Current Edition, Including All Revisions.
- F. UL 1453 - Standard for Electric Booster and Commercial Storage Tank Water Heaters; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Provide temporary inlet and outlet caps. Maintain caps in place until installation.

PART 2 PRODUCTS

2.01 WATER HEATER

- A. This section covers re-installation of the existing water heater.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install plumbing equipment in accordance with manufacturer's instructions, as required by code, and complying with conditions of certification, if any.
- B. Coordinate with plumbing piping and related fuel piping work to achieve operating system.

END OF SECTION

SECTION 22 4000
PLUMBING FIXTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water closets.
- B. Lavatories.
- C. Electric water coolers.
- D. Showers.

1.02 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. ANSI Z124.1.2 - American National Standard for Plastic Bathtub and Shower Units; 2005.
- C. ASME A112.18.1 - Plumbing Supply Fittings; 2012.
- D. ASME A112.19.4M - Porcelain Enameled Formed Steel Plumbing Fixtures; 1994 (R2004).
- E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- F. NSF 61 - Drinking Water System Components - Health Effects; 2014 (Errata 2015).
- G. NSF 372 - Drinking Water System Components - Lead Content; 2011.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
- C. Manufacturer's Instructions: Indicate installation methods and procedures.
- D. Maintenance Data: Include fixture trim exploded view and replacement parts lists.
- E. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Faucet Washers: One set of each type and size.
 - 3. Extra Lavatory Supply Fittings: One set of each type and size.
 - 4. Extra Toilet Seats: One of each type and size.

1.04 REGULATORY REQUIREMENTS

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Accept fixtures on site in factory packaging. Inspect for damage.
- B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS

2.01 GENERAL

- A. Potable Water Systems: Provide plumbing fittings and faucets that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.
- B. See Mechanical Engineer's Drawing Sheet M-1 for product selections.

2.02 TANK TYPE WATER CLOSETS

- A. See Mechanical Engineer's plans and notes for product selections.
- B. Tank Type Water Closet Manufacturers:
 - 1. American Standard, Inc; Caded II; # 2216.170: www.americanstandard-us.com.

- C. Seat Manufacturers:
 - 1. American Standard, Inc; _____: www.americanstandard-us.com.
 - 2. Bemis Manufacturing Company; _____: www.bemismfg.com.
 - 3. Church Seat Company; _____: www.churchseats.com.
 - 4. Olsonite; _____: www.olsonite.com.
- D. Seat: Solid white plastic, open front, extended back, less cover, complete with self-sustaining hinge.

2.03 LAVATORIES

- A. Lavatory Manufacturers:
 - 1. American Standard, Inc; Lucerne; #0355.012.: www.americanstandard-us.com.
- B. Supply Faucet Manufacturers:
 - 1. American Standard, Inc; Heritage; #5400.000, with wrist blade handles #172H: www.americanstandard-us.com.
- C. Supply Faucet: ASME A112.18.1; chrome plated combination supply fitting with open grid strainer, water economy aerator with maximum flow of 2.2 gallons per minute, indexed handles.
- D. Accessories:
 - 1. Lav-Guard undersink protective pipe covers, #103 White.
 - 2. Offset waste with perforated open strainer.

2.04 BATHTUBS AND SHOWERS

2.05 SHOWERS

- A. Shower Manufacturers:
 - 1. Aqua-Bath: ADA transfer shower; #C4136BF-FUS 2"; Left hand.
- B. Trim: ASME A112.18.1; concealed shower supply with pressure balanced mixing valves, integral service stops, bent shower arm with adjustable spray ball joint shower head with maximum flow, and escutcheon.
- C. Shower Head:
 - 1. ASME A112.18.1; chrome plated vandal-proof institutional head with integral wall bracket, built-in 2.5 gpm flow control.

2.06 ELECTRIC WATER COOLERS

- A. Remove existing unit, store and re-install in new location shown in plan.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that walls and floor finishes are prepared and ready for installation of fixtures.
- B. Verify that electric power is available and of the correct characteristics.
- C. Confirm that millwork is constructed with adequate provision for the installation of counter top lavatories and sinks.

3.02 PREPARATION

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

3.03 INSTALLATION

- A. Install each fixture with trap, easily removable for servicing and cleaning.
- B. Provide chrome plated rigid or flexible supplies to fixtures with loose key stops, reducers, and escutcheons.
- C. Install components level and plumb.
- D. Install and secure fixtures in place with wall supports and bolts.
- E. Seal fixtures to wall and floor surfaces with sealant as specified in Section 07 9005, color to match fixture.
- F. Solidly attach water closets to floor with lag screws. Lead flashing is not intended hold fixture in place.

3.04 ADJUSTING

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

3.05 CLEANING

- A. Clean plumbing fixtures and equipment.

3.06 PROTECTION

- A. Protect installed products from damage due to subsequent construction operations.
- B. Repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

THIS DRAWING IS FOR SUBMITTAL PURPOSES ONLY. THIS DRAWINGS SHOULD NOT BE USED FOR INSTALLATION OF THIS UNIT. REFER TO AQUA BATH'S INSTALLATION INSTRUCTIONS FOR FRAMING AND ROUGH-IN DIMENSIONS.

GENERAL NOTES:

Dimensions are Diagrammatical only.

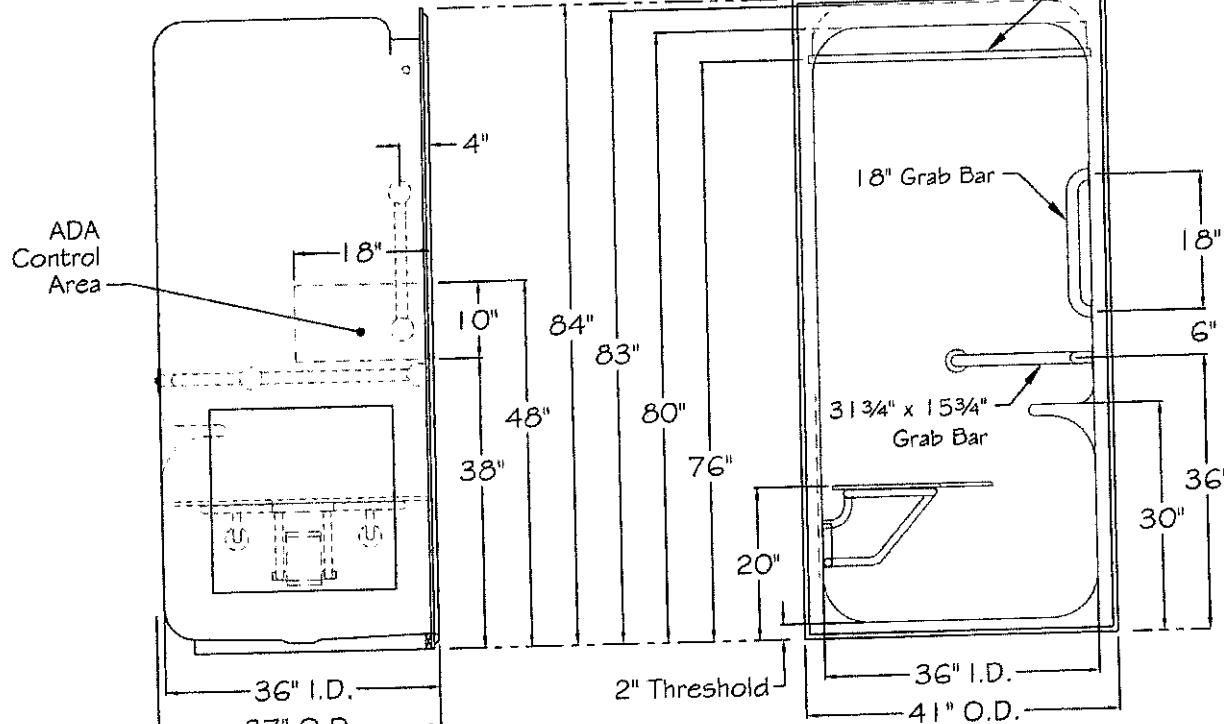
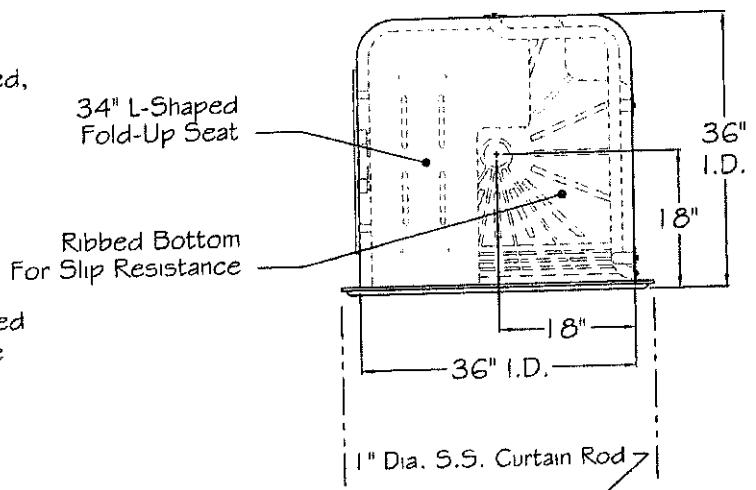
Contractor to Field Verify conditions prior to installation. Due to the nature of materials used, Manufacturing Tolerance of ($\pm \frac{1}{4}$).

"Wet-Wall" is on the Right Hand Side.
Fold-Up Seat (FUS) is on the Left Hand Side.

NOTE:

If the guidelines for installation are not followed in detail the risk of inadequate water drainage could be the results.

Top View



Left Side View

C4136BF-FUS 2"

Front View

RIGHT HAND UNIT SHOWN

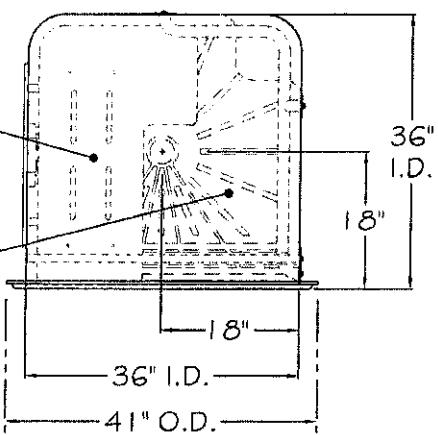
AQUA BATH CO.

921 CHEROKEE AVENUE
NASHVILLE, TN 37207

REV.	DR.	DATE	DESCRIPTION	TITLE:	DRW. BY:
			ADA Transfer Shower		DATE:
			MODEL NO.: C4136BF-FUS 2"		
			DRWG NO.:	SCALE:	
					$1/2" = 1'-0"$

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Top View



GENERAL NOTES:

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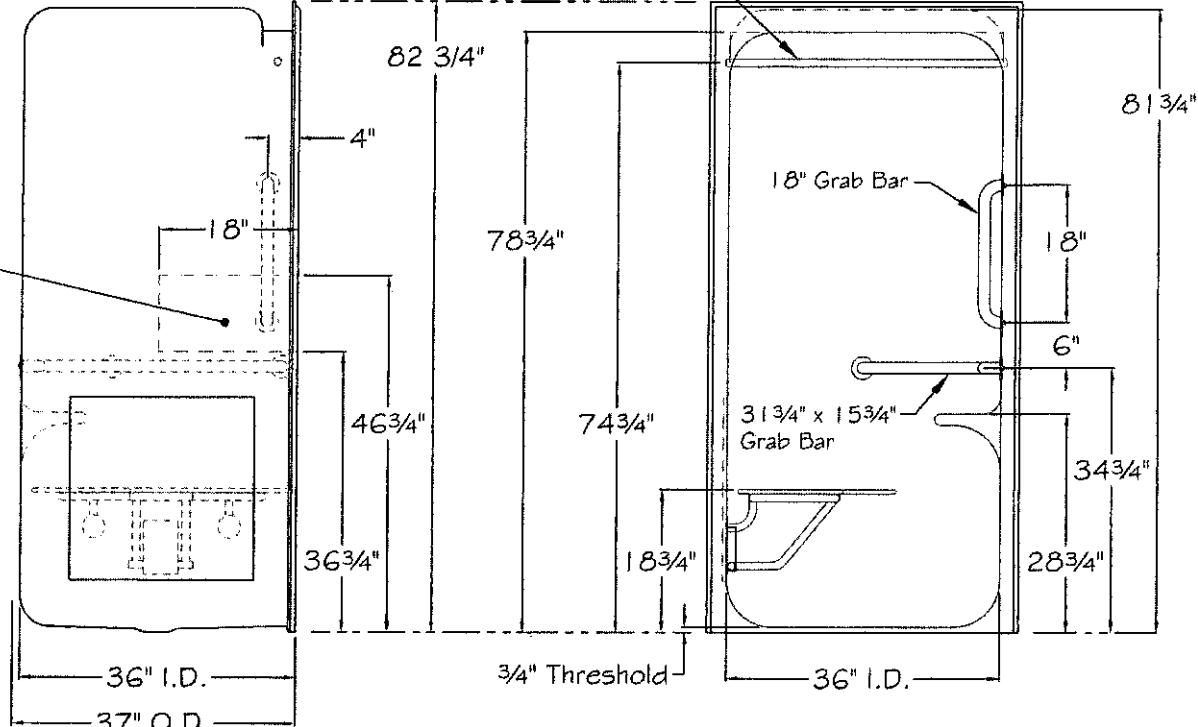
"Wet-Wall" is on the Right Hand Side.

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ADA Control Area



Left Side View

C4136BF-FUS 3/4"

Front View

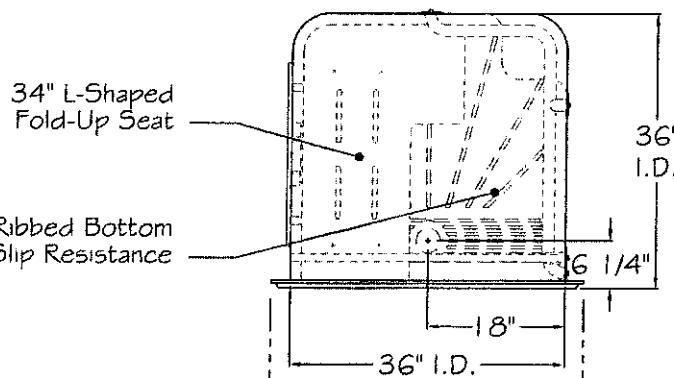
RIGHT HAND UNIT SHOWN

REV.	DR.	DATE	DESCRIPTION	TITLE:	DRW BY:
				ADA Transfer Shower	DATE:
				MODEL NO.: C4136BF-FUS 3/4"	
				DRWG NO.:	SCALE: 1/2" = 1'-0"

AQUA BATH CO.
921 CHEROKEE AVENUE
NASHVILLE, TN 37207

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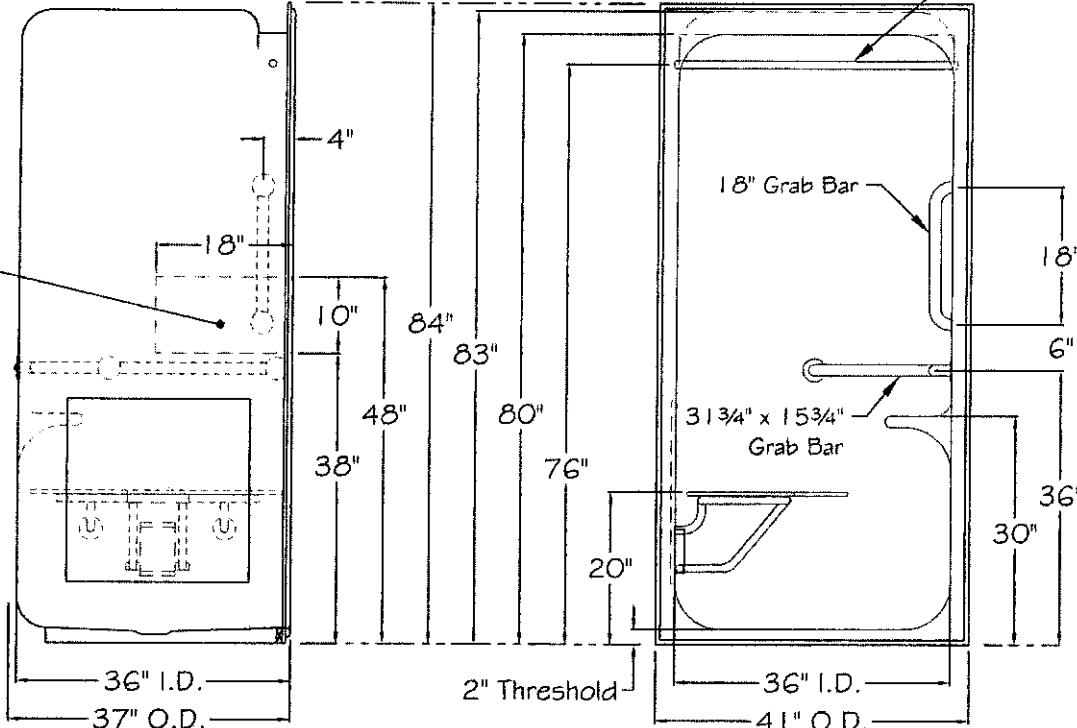
Top View



NOTE:

If the guidelines for installation are not followed in detail the risk of inadequate water drainage could be the results.

ADA Control Area



Left Side View

C4136TD-FUS 2"

Front View

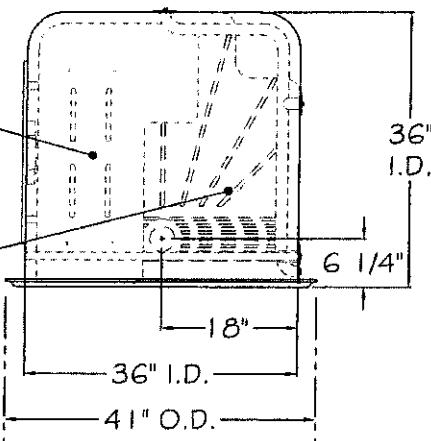
RIGHT HAND UNIT SHOWN

REV.	DR.	DATE	DESCRIPTION	TITLE:	DRN BY:
				ADA Transfer Shower	DATE:
				MODEL NO.:	C4136TD-FUS 2"
				DRNG NO.:	SCALE: 1/2" = 1'-0"

AQUA BATH CO.
921 CHEROKEE AVENUE
NASHVILLE, TN 37207

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Top View



GENERAL NOTES:

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Contractor to Field Verify conditions prior to installation. Due to the nature of materials used, Manufacturing Tolerance of ($\pm \frac{1}{4}$).

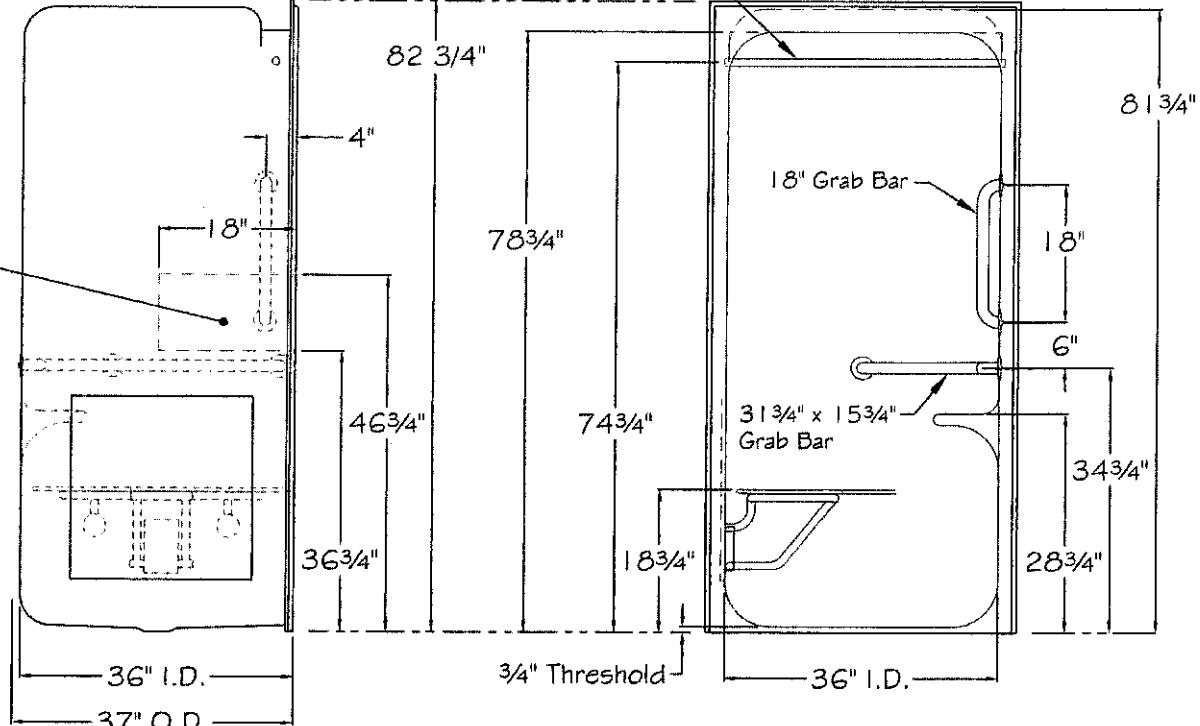
"Wet-Wall" is on the Right Hand Side.

Fold-Up Seat (FUS) is on the Left Hand Side.

NOTE:

If the guidelines for installation are not followed in detail the risk of inadequate water drainage could be the results.

ADA Control Area



Left Side View

C4136TD-FUS 3/4"

Front View

RIGHT HAND UNIT SHOWN

				AQUA BATH CO.	
				921 CHEROKEE AVENUE	
				NASHVILLE, TN 37207	
REV.	DR.	DATE	DESCRIPTION	TITLE:	DRN BY
				ADA Transfer Shower	DATE:
				MODEL NO.:	C4136TD-FUS 3/4"
				DRWG NO.:	SCALE: $\frac{1}{2}'' = 1'-0''$

**SECTION 23 0001
DIVISION 23 - HVAC**

17-023 / Jeff Co Hwy Dept - East Shed

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DIVISION 23 - HVAC

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SECTION 23 0910
INSTRUMENTS AND CONTROL ELEMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Thermostats.

1.02 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide description and engineering data for each control system component. Include sizing as requested. Provide data for each system component and software module.
- C. Shop Drawings: Indicate complete operating data, system drawings, wiring diagrams, and written detailed operational description of sequences. Submit schedule of valves indicating size, flow, and pressure drop for each valve. For automatic dampers indicate arrangement, velocities, and static pressure drops for each system.
- D. Project Record Documents: Record actual locations of control components, including panels, thermostats, and sensors. Accurately record actual location of control components, including panels, thermostats, and sensors.
- E. Warranty: Submit manufacturers warranty and ensure forms have been filled out in Owner's name and registered with manufacturer.

PART 2 PRODUCTS

2.01 EQUIPMENT - GENERAL

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

2.02 THERMOSTATS

- A. See Mechanical Engineer's plans and notes for product selections (Sheet M-1).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that systems are ready to receive work.
- C. Beginning of installation means installer accepts existing conditions.
- D. Sequence work to ensure installation of components is complementary to installation of similar components in other systems.
- E. Coordinate installation of system components with installation of mechanical systems equipment such as air handling units and air terminal units.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Check and verify location of thermostats, humidistats, and exposed control sensors with plans and room details before installation. Locate 60 inches above floor. Align with lighting switches. Refer to Section 16140.
- C. Provide conduit and electrical wiring in accordance with Section 16155. Electrical material and installation shall be in accordance with appropriate requirements of Division 16.

3.03 MAINTENANCE

- A. Provide service and maintenance of control system for one year from Date of Substantial Completion.
- B. Provide complete service of controls systems, including call backs, and submit written report of each service call.
- C. In addition to normal service calls, make minimum of 2 complete normal inspections of approximately 2 hours duration to inspect, calibrate, and adjust controls.

END OF SECTION

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INSTRUMENTS AND CONTROL ELEMENTS

page 2 of 2

SECTION 23 3150
DUCTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal ductwork.
- B. Duct cleaning.

1.02 REFERENCE STANDARDS

- A. ASHRAE (FUND) - ASHRAE Handbook - Fundamentals; 2009.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2011.
- C. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association; 2012.
- D. NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations; National Fire Protection Association; 2011.
- E. SMACNA (DCS) - HVAC Duct Construction Standards; 2005.

1.03 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate duct fittings, particulars such as gages, sizes, welds, and configuration prior to start of work for HVAC systems.
- C. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.
- D. HVAC equipment/system shall be tested and balanced to with 10% of design air volumes; with a report from a certified testing engineer attesting thereto.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.05 REGULATORY REQUIREMENTS

- A. Construct ductwork to NFPA 90A standards.

1.06 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 DUCT ASSEMBLIES

- A. All Ducts: Galvanized steel, unless otherwise indicated.
- B. Outside Air Intake: 1/2 inch w.g. pressure class, galvanized steel.
- C. Combustion Air: 1/2 inch w.g. pressure class, galvanized steel.

2.02 MATERIALS

- A. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.
- B. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
 - 1. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.
 - 2. VOC Content: Not more than 250 g/L, excluding water.
 - 3. Surface Burning Characteristics: Flame spread of zero, smoke developed of zero, when tested in accordance with ASTM E84.
 - 4. For Use With Flexible Ducts: UL labeled.

- C. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.

2.03 DUCTWORK FABRICATION

- A. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards and as indicated.
- B. No variation of duct configuration or size permitted except by written permission. Size round duct installed in place of rectangular ducts in accordance with ASHRAE Handbook - Fundamentals.
- C. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- D. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide air foil turning vanes of perforated metal with glass fiber insulation.
- E. Provide turning vanes of perforated metal with glass fiber insulation when acoustical lining is indicated.
- F. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
- G. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA HVAC Duct Construction Standards.
- H. Where ducts are connected to exterior wall louvers and duct outlet is smaller than louver frame, provide blank-out panels sealing louver area around duct. Use same material as duct, painted black on exterior side; seal to louver frame and duct.

2.04 MANUFACTURED DUCTWORK AND FITTINGS

- A. Flexible Ducts: Two ply vinyl film supported by helically wound spring steel wire.
 - 1. Pressure Rating: 10 inches WG positive and 1.0 inches WG negative.
 - 2. Maximum Velocity: 4000 fpm.
 - 3. Temperature Range: -10 degrees F to 160 degrees F.
 - 4. Flexible duct runs shall not exceed 14 feet in length without prior approval of the Architect and Engineer.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install, support, and seal ducts in accordance with SMACNA HVAC Duct Construction Standards.
- B. Install in accordance with manufacturer's instructions.
- C. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
- D. Flexible Ducts: Connect to metal ducts with adhesive.
- E. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.
- F. Provide openings in ductwork where required to accommodate thermometers and controllers. Provide pilot tube openings where required for testing of systems, complete with metal can with spring device or screw to ensure against air leakage. Where openings are provided in insulated ductwork, install insulation material inside a metal ring.
- G. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- H. Use double nuts and lock washers on threaded rod supports.
- I. Connect terminal units to supply ducts directly or with one foot maximum length of flexible duct. Do not use flexible duct to change direction.
- J. Connect diffusers or light troffer boots to low pressure ducts directly or with 5 feet maximum length of flexible duct held in place with strap or clamp.
- K. At exterior wall louvers, seal duct to louver frame and install blank-out panels.

3.02 CLEANING

A. Clean duct system and force air at high velocity through duct to remove accumulated dust. To obtain sufficient air, clean half the system at a time. Protect equipment that could be harmed by excessive dirt with temporary filters, or bypass during cleaning.

END OF SECTION

SECTION 23 3160
DUCT INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Duct insulation.
- B. Duct Liner.

1.02 REFERENCE STANDARDS

- A. ASTM C916 - Standard Specification for Adhesives for Duct Thermal Insulation; 1985 (Reapproved 2007).
- B. ASTM C1338 - Standard Test Method for Determining Fungi Resistance of Insulation Materials and Facings; 2008.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2012.
- D. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi; 2009.
- E. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2006.
- F. SMACNA (DCS) - HVAC Duct Construction Standards; Sheet Metal and Air Conditioning Contractors' National Association; 2005.
- G. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.
- C. Manufacturer's Instructions: Indicate installation procedures necessary to ensure acceptable workmanship and that installation standards will be achieved.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labelled with manufacturer's identification, including product density and thickness.
- B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.05 FIELD CONDITIONS

- A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.
- B. Maintain temperature during and after installation for minimum period of 24 hours.

PART 2 PRODUCTS

2.01 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION

A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84, NFPA 255, or UL 723.

2.02 GLASS FIBER, FLEXIBLE

- A. Manufacturer:
 - 1. Knauf Insulation; www.knaufusa.com.
 - 2. Johns Manville Corporation; www.jm.com.
 - 3. Owens Corning Corp; www.owenscorning.com.
 - 4. CertainTeed Corporation; www.certainteed.com.
 - 5. Substitutions: See Section 01600 - Product Requirements.
- B. Insulation: ASTM C553; flexible, noncombustible blanket.
 - 1. 'K' value: 0.36 at 75 degrees F, when tested in accordance with ASTM C518.
 - 2. Maximum Service Temperature: 1200 degrees F.

- 3. Maximum Water Vapor Sorption: 5.0 percent by weight.
- C. Vapor Barrier Jacket:
 - 1. Kraft paper with glass fiber yarn and bonded to aluminized film.
 - 2. Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.
 - 3. Secure with pressure sensitive tape.
- D. Vapor Barrier Tape:
 - 1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber based adhesive.
- E. Outdoor Vapor Barrier Mastic:
 - 1. Vinyl emulsion type acrylic or mastic, compatible with insulation, black color.
- F. Tie Wire: Annealed steel, 16 gage.

2.03 DUCT LINER

- A. Manufacturers:
 - 1. Knauf Insulation: www.knaufusa.com.
 - 2. Johns Manville Corporation: www.jm.com.
 - 3. Owens Corning Corp: www.owenscorning.com.
 - 4. CertainTeed Corporation: www.certainteed.com.
- B. Insulation: Non-corrosive, incombustible glass fiber complying with ASTM C1071; rigid board and preformed round liner board; impregnated surface and edges coated with poly vinyl acetate polymer, or acrylic polymer.
 - 1. Fungi Resistance: ASTM G21.
 - 2. Apparent Thermal Conductivity: Maximum of 0.31 at 75 degrees F.
 - 3. Service Temperature: Up to 250 degrees F.
 - 4. Rated Velocity on Coated Air Side for Air Erosion: 5,000 fpm, minimum.
- C. Adhesive: Waterproof, fire-retardant type, ASTM C916.
- D. Liner Fasteners: Galvanized steel, self-adhesive pad with integral head.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that ducts have been tested before applying insulation materials.
- B. Verify that surfaces are clean, foreign material removed, and dry.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Insulated ducts conveying air below ambient temperature:
 - 1. Provide insulation with vapor barrier jackets.
 - 2. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
 - 3. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.
- D. Insulated ducts conveying air above ambient temperature:
 - 1. Provide with or without standard vapor barrier jacket.
 - 2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.
- E. Ducts Exposed in Mechanical Equipment Rooms or Finished Spaces (below 10 feet above finished floor): Finish with canvas jacket sized for finish painting.
- F. Exterior Applications: Provide insulation with vapor barrier jacket. Cover with with caulked aluminum jacket with seams located on bottom side of horizontal duct section.
- G. External Duct Insulation Application:
 - 1. Secure insulation with vapor barrier with wires and seal jacket joints with vapor barrier adhesive or tape to match jacket.
 - 2. Secure insulation without vapor barrier with staples, tape, or wires.

3. Install without sag on underside of duct. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift duct off trapeze hangers and insert spacers.
4. Seal vapor barrier penetrations by mechanical fasteners with vapor barrier adhesive.
5. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

H. Duct and Plenum Liner Application:

1. Adhere insulation with adhesive for 90 percent coverage.
2. Secure insulation with mechanical liner fasteners. Refer to SMACNA HVAC Duct Construction Standards for spacing.
3. Seal and smooth joints. Seal and coat transverse joints.
4. Seal liner surface penetrations with adhesive.
5. Duct dimensions indicated are net inside dimensions required for air flow. Increase duct size to allow for insulation thickness.

END OF SECTION

SECTION 23 3350
DUCT ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Air turning devices/extractors.
- B. Duct access doors.
- C. Duct test holes.
- D. Flexible duct connections.
- E. Volume control dampers.

1.02 REFERENCE STANDARDS

- A. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association; 2012.
- B. SMACNA (DCS) - HVAC Duct Construction Standards; 2005.

1.03 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide for shop fabricated assemblies including volume control dampers. Include electrical characteristics and connection requirements.
- C. Shop Drawings: Indicate for shop fabricated assemblies including volume control dampers.
- D. Project Record Drawings: Record actual locations of access doors and test holes.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
- B. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect dampers from damage to operating linkages and blades.

PART 2 PRODUCTS

2.01 AIR TURNING DEVICES/EXTRACTORS

- A. Manufacturers:
 - 1. Krueger: www.krueger-hvac.com.
 - 2. Ruskin Company: www.ruskin.com.
 - 3. Titus: www.titus-hvac.com.
- B. Multi-blade device with blades aligned in short dimension; steel construction; with individually adjustable blades, mounting straps.

2.02 DUCT ACCESS DOORS

- A. Manufacturers:
 - 1. Acudor Products Inc: www.acudor.com.
 - 2. Nailor Industries Inc: www.nailor.com.
 - 3. Ruskin Company: www.ruskin.com.
 - 4. SEMCO Incorporated: www.semcoinc.com.
 - 5. Substitutions: See Section 01600 - Product Requirements.
- B. Fabrication: Rigid and close-fitting of galvanized steel with sealing gaskets and quick fastening locking devices. For insulated ducts, install minimum 1 inch thick insulation with sheet metal cover.
 - 1. Less Than 12 inches Square: Secure with sash locks.
 - 2. Up to 18 inches Square: Provide two hinges and two sash locks.
 - 3. Up to 24 x 48 inches: Three hinges and two compression latches with outside and inside handles.
 - 4. Larger Sizes: Provide an additional hinge.

C. Access doors with sheet metal screw fasteners are not acceptable.

2.03 DUCT TEST HOLES

- A. Temporary Test Holes: Cut or drill in ducts as required. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.
- B. Permanent Test Holes: Factory fabricated, air tight flanged fittings with screw cap. Provide extended neck fittings to clear insulation.

2.04 FLEXIBLE DUCT CONNECTIONS

- A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards and as indicated.
- B. Flexible Duct Connections: Fabric crimped into metal edging strip.

2.05 VOLUME CONTROL DAMPERS

- A. Manufacturers:
 1. Nailor Industries Inc: www.nailor.com.
 2. Ruskin Company: www.ruskin.com.
- B. Fabricate in accordance with SMACNA HVAC Duct Construction Standards and as indicated.
- C. Single Blade Dampers: Fabricate for duct sizes up to 6 x 30 inch.
- D. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 x 72 inch. Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.
- E. End Bearings: Except in round ducts 12 inches and smaller, provide end bearings. On multiple blade dampers, provide oil-impregnated nylon or sintered bronze bearings.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA HVAC Duct Construction Standards. Refer to Section 15810 for duct construction and pressure class.
- B. Provide duct access doors for inspection and cleaning before and after filters, coils, fans, automatic dampers, at fire dampers, combination fire and smoke dampers, and elsewhere as indicated. Provide for cleaning kitchen exhaust ducts in accordance with NFPA 96. Provide minimum 8 x 8 inch size for hand access, size for shoulder access, and as indicated. Provide 4 x 4 inch for balancing dampers only. Review locations prior to fabrication.
- C. Provide duct test holes where indicated and required for testing and balancing purposes.
- D. At equipment supported by vibration isolators, provide flexible duct connections immediately adjacent to the equipment; see Section 15072.
- E. For fans developing static pressures of 5.0 inches and over, cover flexible connections with leaded vinyl sheet, held in place with metal straps.
- F. Provide balancing dampers at points on supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum 2 duct widths from duct take-off.
- G. Provide balancing dampers on duct take-off to diffusers, grilles, and registers, regardless of whether dampers are specified as part of the diffuser, grille, or register assembly.

END OF SECTION

SECTION 23 3710
AIR OUTLETS AND INLETS

PART 1 GENERAL

~~1.01 THIS SECTION HAS BEEN CHANGED PER ADDENDUM #1. SEE ITEM 1-84-B.~~

1.02 SECTION INCLUDES

- A. Diffusers.
- B. Registers/grilles.

1.03 REFERENCE STANDARDS

- A. SMACNA (DCS) - HVAC Duct Construction Standards; 2005.

1.04 SUBMITTALS

- A. See Section 01300 - Administrative Requirements for submittal procedures.
- B. HVAC equipment/system shall be tested and balanced to within 10% of design air volumes; with a report from a certified testing engineer attesting thereto.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. See Mechanical Engineer's plans and notes for product selections ('M' Sheet).
- B. Titus: www.titus-hvac.com.
- C. Substitutions: See Section 01600 - Product Requirements.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Check location of outlets and inlets and make necessary adjustments in position to conform with architectural features, symmetry, and lighting arrangement.
- C. Install diffusers to ductwork with air tight connection.
- D. Provide balancing dampers on duct take-off to diffusers, and grilles and registers, despite whether dampers are specified as part of the diffuser, or grille and register assembly.
- E. Paint ductwork visible behind air outlets and inlets matte black. Refer to Section 09900.

END OF SECTION

SECTION 23 5400
FORCED AIR FURNACES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Forced air furnaces.
- B. Controls.

1.02 REFERENCE STANDARDS

- A. ASHRAE Std 52.1 - Gravimetric and Dust-Spot Procedures for Testing Air-Cleaning Devices Used in General Ventilation for Removing Particulate Matter; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.; 1992.
- B. NFPA 54 - National Fuel Gas Code; National Fire Protection Association; 2012.
- C. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association; 2012.

1.03 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide rated capacities, weights, accessories, electrical nameplate data, and wiring diagrams.
- C. Shop Drawings: Indicate assembly, required clearances, and location and size of field connections.
- D. Manufacturer's Instructions: Indicate rigging, assembly, and installation instructions.
- E. Project Record Documents: Record actual locations of components and connections.
- F. Operation and Maintenance Data: Include manufacturer's descriptive literature, operating instructions, installation instructions, maintenance and repair data, and parts listing.
- G. Warranty: Submit manufacturers warranty and ensure forms have been filled out in Owner's name and registered with manufacturer.
- H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01600 - Product Requirements, for additional provisions.
 - 2. Extra Filters: One for each furnace.

1.04 REGULATORY REQUIREMENTS

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.05 WARRANTY

- A. See Section 01780 - Closeout Submittals, for additional warranty requirements.
- B. Provide three year manufacturers warranty for solid state ignition modules.
- C. Provide five year manufacturers warranty for heat exchangers.

PART 2 PRODUCTS

2.01 GAS FIRED FURNACES

- A. See Mechanical Engineer's plans and notes for product selections (Sheet M-1).
- B. Manufacturer:
 - 1. Lennox (basis of design).
 - 2. Carrier
 - 3. Trane
- 4. Substitutions: See Section 01600 - Product Requirements.

2.02 THERMOSTATS

- A. Room Thermostat: Low voltage, electric solid state microcomputer based room thermostat:
 - 1. System selector switch (heat-off) and fan control switch (auto-on).
 - 2. Set-up for four separate temperatures per day.
 - 3. Instant override of setpoint for continuous or timed period from one hour to 31 days.

4. Short cycle protection.
5. Programming based on weekdays, Saturday and Sunday.
6. Battery replacement without program loss.
7. Thermostat display:
 - a. Actual room temperature.
 - b. Programmed temperature.
 - c. System mode indication: heating, cooling, fan auto, off, and on, auto or on, off.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrates are ready for installation of units and openings are as indicated on shop drawings.
- B. Verify that proper power supply is available and located correctly.
- C. Verify that proper fuel supply is available for connection.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions and requirements of authorities having jurisdiction.
- B. Install in accordance with NFPA 90A.
- C. Install gas fired furnaces in accordance with NFPA 54.
- D. Provide vent connections in accordance with NFPA 211.
- E. Pipe drain from humidifier to nearest floor drain.

END OF SECTION

SECTION 23 6215
AIR COOLED CONDENSING UNITS

PART 1 GENERAL

1.01 REFERENCE STANDARDS

- A. ASHRAE Std 15 - Safety Standard for Refrigeration Systems; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.; 2010 (ANSI/ASHRAE Std 15).
- B. ASHRAE Std 23.1 - Methods of Testing for Rating Positive Displacement Refrigerant Compressors and Condensing Units; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.; 2010.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association; 2008.

1.02 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide rated capacities, weights specialties and accessories, electrical nameplate data, and wiring diagrams. Include equipment served by condensing units in submittal, or submit at same time, to ensure capacities are complementary.
- C. Shop Drawings: Indicate components, assembly, dimensions, weights and loadings, required clearances, and location and size of field connections. Include schematic layouts showing condensing units, cooling coils, refrigerant piping, and accessories required for complete system.
- D. Manufacturer's Instructions: Submit manufacturer's complete installation instructions.
- E. Operation and Maintenance Data: Include start-up instructions, maintenance instructions, parts lists, controls, and accessories.
- F. Warranty: Submit manufacturer's warranty and ensure forms have been filled out in Owner's name and registered with manufacturer.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01600 - Product Requirements, for additional provisions.
 - 2. Extra Lubricating Oil: One complete change.

1.03 QUALITY ASSURANCE

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturer's installation instructions for rigging, unloading, and transporting units.

1.05 WARRANTY

- A. See Section 01780 - Closeout Submittals, for additional warranty requirements.
- B. Provide a five year warranty to include coverage for refrigerant compressors.

PART 2 PRODUCTS

2.01 SEE MECHANICAL ENGINEER'S PLANS AND NOTES FOR PRODUCT SELECTIONS.

2.02 MANUFACTURERS

- A. Lennox: Basis of design
- B. Carrier Corporation; Model _____; www.carrier.com.
- C. Trane Inc; Model _____; www.trane.com.
- D. Substitutions: See Section 01600 - Product Requirements.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's installation instructions.
- B. Complete structural, mechanical, and electrical connections in accordance with manufacturer's installation instructions.

- C. Provide for connection to electrical service. Refer to Section 16155.
- D. Install units on concrete base as recommended by manufacturer. Refer to Section 03300.
- E. Provide connection to refrigeration piping system and evaporators. Comply with ASHRAE Std 15.

3.02 SYSTEM STARTUP

- A. Supply initial charge of refrigerant and oil for each refrigeration system. Replace losses of oil or refrigerant prior to end of correction period.
- B. Charge system with refrigerant and test entire system for leaks after completion of installation. Repair leaks, put system into operation, and test equipment performance.
- C. Shut-down system if initial start-up and testing takes place in winter and machines are to remain inoperative. Repeat start-up and testing operation at beginning of first cooling season.
- D. Provide cooling season start-up, and winter season shut-down for first year of operation.
- E. Inspect and test for refrigerant leaks every 90 days during first year of operation.

END OF SECTION

**SECTION 26 0001
ELECTRICAL**

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ELECTRICAL**

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SECTION 26 0510
ELECTRICAL IDENTIFICATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Voltage markers.
- E. Underground warning tape.
- F. Floor marking tape.
- G. Warning signs and labels.

1.02 REFERENCE STANDARDS

- A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs; 2007.
- B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels; 2007.
- C. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. NFPA 70E - Standard for Electrical Safety in the Workplace; 2012.
- E. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 01300 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.
- C. Shop Drawings: Provide schedule of items to be identified indicating proposed designations, materials, legends, and formats.
- D. Samples:
 - 1. Identification Nameplates: One of each type and color specified.
 - 2. Warning Signs and Labels: One of each type and legend specified.
- E. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation and installation of product.

1.04 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

1.05 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
 - 1. Materials:
 - a. Indoor Clean, Dry Locations: Use plastic nameplates.
 - b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
- B. Identification Labels:
 - 1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
 - a. Use only for indoor locations.
 - 2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

2.02 WIRE AND CABLE MARKERS

- A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- B. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- C. Legend: Power source and circuit number or other designation indicated.
- D. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- E. Minimum Text Height: 1/8 inch.
- F. Color: Black text on white background unless otherwise indicated.

2.03 FLOOR MARKING TAPE

- A. Floor Marking Tape for Equipment Working Clearance Identification: Self-adhesive vinyl or polyester tape with overlaminates, 3 inches wide, with alternating black and white stripes.

2.04 WARNING SIGNS AND LABELS

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Labels:
 - 1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester, or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
 - a. Do not use labels designed to be completed using handwritten text.
 - 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
 - 3. Minimum Size: 2 by 4 inches unless otherwise indicated.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products centered, level, and parallel with lines of item being identified.
- C. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing, or epoxy cement.
 - 1. Do not use adhesives on exterior surfaces except where substrate can not be penetrated.
- D. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- E. Install underground warning tape above buried lines with one tape per trench at 3 inches below finished grade.
- F. Secure rigid signs using stainless steel screws.
- G. Mark all handwritten text, where permitted, to be neat and legible.

END OF SECTION

SECTION 26 0518
BUILDING WIRE AND CABLE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Single conductor building wire.
- B. Metal-clad cable.
- C. Wiring connectors.
- D. Electrical tape.
- E. Heat shrink tubing.
- F. Oxide inhibiting compound.

1.02 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2001 (Reapproved 2007).
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011.
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010.
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2009).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2010.
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- G. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; National Electrical Manufacturers Association; 2009 (ANSI/NEMA WC 70/IECA S-95-658).
- H. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association; 2009.
- I. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- K. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- L. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- M. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- N. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.
- O. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.
- P. UL 854 - Service-Entrance Cables; Current Edition, Including All Revisions.
- Q. UL 1569 - Metal-Clad Cables; Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
 3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.04 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.

- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- D. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing for underground circuits.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

1.06 DELIVERY, STORAGE, AND HANDLING

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

1.07 FIELD CONDITIONS

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Nonmetallic-sheathed cable is not permitted.

2.02 ALL CONDUCTORS AND CABLES

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose indicated.
- C. Provide new conductors and cables manufactured not more than one year prior to installation.
- D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- E. Comply with NEMA WC 70.
- F. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- G. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- H. Conductors and Cables Installed Where Exposed to Direct Rays of Sun: Listed and labeled as sunlight resistant.
- I. Conductor Material:
 - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
 - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
 - 3. Tinned Copper Conductors: Comply with ASTM B33.
- J. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- K. Conductor Color Coding:
 - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 - 2. Color Coding Method: Integrally colored insulation.
 - a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
 - 3. Color Code:

- a. 240/120 V, 1 Phase, 3 Wire System:
 - 1) Phase A: Black,
 - 2) Phase B: Red,
 - 3) Neutral/Grounded: White.
- b. Equipment Ground, All Systems: Green.
- c. Travelers for 3-Way and 4-Way Switching: Pink.
- d. For control circuits, comply with manufacturer's recommended color code.

2.03 SINGLE CONDUCTOR BUILDING WIRE

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
 - 1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.
 - b. Size 8 AWG and Larger: Stranded.
 - 2. Control Circuits: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation:
 - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
 - a. Size 4 AWG and Larger: Type XHHW-2.
 - b. Installed Underground: Type XHHW-2.
 - c. Fixture Wiring Within Luminaires: Type TFFN/TFN for luminaires with labeled maximum temperature of 90 degrees C; Approved suitable type for luminaires with labeled maximum temperature greater than 90 degrees C.

2.04 METAL-CLAD CABLE

- A. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- B. Conductor Stranding:
 - 1. Size 10 AWG and Smaller: Solid.
 - 2. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation: Type as specified by engineer.
- E. Grounding: Full-size integral equipment grounding conductor.
- F. Armor: Steel, interlocked tape.
- G. Provide PVC jacket applied over cable armor where indicated or required for environment of installed location.

2.05 WIRING CONNECTORS

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

2.06 WIRING ACCESSORIES

- A. Electrical Tape:
 - 1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
 - 2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
- B. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.

- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as shown on the drawings.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.03 INSTALLATION

- A. Circuiting Requirements:
 - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
 - 2. When circuit destination is indicated and routing is not shown, determine exact routing required.
 - 3. Arrange circuiting to minimize splices.
 - 4. Include circuit lengths required to install connected devices within 10 ft of location shown.
 - 5. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
- B. Install products in accordance with manufacturer's instructions.
- C. Install conductors and cable in a neat and workmanlike manner in accordance with NECA 1.
- D. Exposed Cable Installation (only where specifically permitted):
 - 1. Route cables parallel or perpendicular to building structural members and surfaces.
 - 2. Protect cables from physical damage.
- E. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
 - 1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
 - 2. Installation in Vertical Raceways: Provide supports where vertical rise exceeds permissible limits.
- F. Terminate cables using suitable fittings.
 - 1. Metal-Clad Cable (Type MC):
 - a. Use listed fittings.
 - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
- G. Install conductors with a minimum of 12 inches of slack at each outlet.
- H. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.
- I. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- J. Make wiring connections using specified wiring connectors.
 - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 - 3. Do not remove conductor strands to facilitate insertion into connector.
 - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
- K. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
 - 1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
 - 2. Damp Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
 - 3. Wet Locations: Use heat shrink tubing.

- L. Insulate ends of spare conductors using vinyl insulating electrical tape.
- M. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07840.
- N. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.04 FIELD QUALITY CONTROL

- A. Perform inspection, testing, and adjusting in accordance with Section 01400.
- B. Inspect and test in accordance with NETA STD ATS, except Section 4.
- C. Perform inspections and tests listed in NETA STD ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is required.
- D. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION

SECTION 26 0537
BOXES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.
- C. Boxes for hazardous (classified) locations.

1.02 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; National Electrical Contractors Association; 2010.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association; 2012 (ANSI/NEMA FB 1).
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; National Electrical Manufacturers Association; 2008 (Revised 2010) (ANSI/NEMA OS 1).
- E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association; 2008.
- F. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- I. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.
- J. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
 4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
 5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
 6. Coordinate the work with other trades to preserve insulation integrity.
 7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
 8. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.04 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for outlet and device boxes, junction and pull boxes, cabinets and enclosures, and floor boxes.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

D. Project Record Documents: Record actual locations for outlet and device boxes, pull boxes, cabinets and enclosures, floor boxes, and underground handhole enclosures.

1.05 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

1.06 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 BOXES

A. General Requirements:

1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
3. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.
4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:

1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
3. Use suitable concrete type boxes where flush-mounted in concrete.
4. Use suitable masonry type boxes where flush-mounted in masonry walls.
5. Use raised covers suitable for the type of wall construction and device configuration where required.
6. Use shallow boxes where required by the type of wall construction.
7. Do not use "through-wall" boxes designed for access from both sides of wall.
8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes.
12. Wall Plates: Comply with Section 26-2725.

C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:

1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
2. NEMA 250 Environment Type, Unless Otherwise Indicated:
 - a. Indoor Clean, Dry Locations: Type 1, painted steel.
 - b. Outdoor Locations: Type 3R, painted steel.
3. Junction and Pull Boxes Larger Than 100 cubic inches:
 - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
4. Finish for Painted Steel Enclosures: Manufacturer's standard grey unless otherwise indicated.

D. Boxes for Hazardous (Classified) Locations: Listed and labeled as complying with UL 1203 for the classification of the installed location.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.
- E. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.
- F. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.
- G. Box Locations:
 - 1. Locate boxes to be accessible. Provide access panels in accordance with Section 08310 as required where approved by the Architect.
 - 2. Unless dimensioned, box locations indicated are approximate.
 - 3. Locate boxes as required for devices installed under other sections or by others.
 - 4. Locate boxes so that wall plates do not span different building finishes.
 - 5. Locate boxes so that wall plates do not cross masonry joints.
 - 6. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
 - 7. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated.
 - 8. Acoustic-Rated Walls: Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches horizontal separation.
 - 9. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:
 - a. Concealed above accessible suspended ceilings.
 - b. Within joists in areas with no ceiling.
 - c. Electrical rooms.
 - d. Mechanical equipment rooms.
- H. Box Supports:
 - 1. Secure and support boxes in accordance with NFPA 70 and Section 16070 using suitable supports and methods approved by the authority having jurisdiction.
 - 2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- I. Install boxes plumb and level.
- J. Flush-Mounted Boxes:
 - 1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
 - 2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
 - 3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
- K. Install boxes as required to preserve insulation integrity.
- L. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- M. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07840.
- N. Close unused box openings.

- O. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- P. Provide grounding and bonding in accordance with other section(s) of this project manual.

3.03 CLEANING

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.04 PROTECTION

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION

SECTION 26 2725
WIRING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wall switches.
- B. Receptacles.
- C. Wall plates.

1.02 REFERENCE STANDARDS

- A. FS W-C-596 - Connector, Electrical, Power, General Specification for; Federal Specification; Revision G, 2001.
- B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification); Federal Specification; Revision F, 1999.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- D. NEMA WD 1 - General Color Requirements for Wiring Devices; National Electrical Manufacturers Association; 1999 (R 2005).
- E. NEMA WD 6 - Wiring Device -- Dimensional Requirements; National Electrical Manufacturers Association; 2002 (R2008).
- F. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 20 - General-Use Snap Switches; Current Edition, Including All Revisions.
- H. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.
- I. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.
- J. UL 943 - Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

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

1.04 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
- C. Operation and Maintenance Data:
 - 1. GFI Receptacles: Include information on status indicators and testing procedures and intervals.
- D. Project Record Documents: Record actual installed locations of wiring devices.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. Extra Wall Plates: One of each style, size, and finish.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.06 DELIVERY, STORAGE, AND PROTECTION

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Hubbell Incorporated: www.hubbell-wiring.com.
- B. Leviton Manufacturing Company, Inc: www.leviton.com.
- C. Lutron Electronics Company, Inc: www.lutron.com.
- D. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us
- E. Substitutions: See Section 01600 - Product Requirements.
- F. Source Limitations: Where possible, for each type of wiring device furnish products produced by a single manufacturer and obtained from a single supplier.

2.02 APPLICATIONS

- A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
- B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.
- C. Provide weather resistant GFI receptacles with specified weatherproof covers for all receptacles installed outdoors or in damp or wet locations.
- D. Provide GFI protection for all receptacles installed within 6 feet of sinks.
- E. Provide GFI protection for all receptacles serving electric drinking fountains.
- F. Unless noted otherwise, do not use combination switch/receptacle devices.

2.03 ALL WIRING DEVICES

- A. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.
- B. Finishes:
 - 1. Wiring Devices Installed in Finished Spaces: Beige with beige nylon wall plate unless otherwise indicated.
 - 2. Wiring Devices Installed in Unfinished Spaces: Gray with galvanized steel wall plate unless otherwise indicated.
 - 3. Wiring Devices Installed in Wet or Damp Locations: Beige with specified weatherproof cover unless otherwise indicated.

2.04 WALL SWITCHES

- A. All Wall Switches: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.
 - 1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.

2.05 RECEPTACLES

- A. All Receptacles: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
 - 1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
 - 2. NEMA configurations specified are according to NEMA WD 6.
- B. Convenience Receptacles:
 - 1. Standard Convenience Receptacles: Commercial specification grade, 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.
 - 2. Weather Resistant Convenience Receptacles: Commercial specification grade, 20A, 125V, NEMA 5-20R, listed and labeled as weather resistant type complying with UL 498

Supplement SE suitable for installation in damp or wet locations; single or duplex as indicated on the drawings.

C. GFI Receptacles:

1. All GFI Receptacles: Provide with feed-through protection, light to indicate ground fault tripped condition and loss of protection, and list as complying with UL 943, class A.
 - a. Provide test and reset buttons of same color as device.

2.06 WALL PLATES

- A. All Wall Plates: Comply with UL 514D.
 1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
 2. Size: Standard; .
 3. Screws: Metal with slotted heads finished to match wall plate finish.
- B. Nylon Wall Plates: Smooth finish, high-impact thermoplastic.
- C. Weatherproof Covers for Damp Locations: Gasketed, cast aluminum, with self-closing hinged cover and corrosion-resistant screws; listed as suitable for use in wet locations with cover closed.
- D. Weatherproof Covers for Wet Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
- C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- E. Verify that core drilled holes for poke-through assemblies are in proper locations.
- F. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

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

3.03 INSTALLATION

- A. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 16138 as required for installation of wiring devices provided under this section.
 1. Mounting Heights: Unless otherwise indicated, as follows:
 - a. Wall Switches: 48 inches above finished floor.
 - b. Receptacles: 18 inches above finished floor or 6 inches above counter.
 2. Where multiple receptacles, wall switches, or wall dimmers are installed at the same location and at the same mounting height, gang devices together under a common wall plate.
 3. Locate wall switches on strike side of door with edge of wall plate 3 inches from edge of door frame. Where locations are indicated otherwise, notify Architect to obtain direction prior to proceeding with work.
- C. Install wiring devices in accordance with manufacturer's instructions.
- D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- E. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.

- F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- G. Provide GFI receptacles with integral GFI protection at each location indicated. Do not use feed-through wiring to protect downstream devices.
- H. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- I. Install wall switches with OFF position down.
- J. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
- K. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
- L. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

3.04 FIELD QUALITY CONTROL

- A. Perform field inspection, testing, and adjusting in accordance with Section 01400.
- B. Inspect each wiring device for damage and defects.
- C. Operate each wall switch, wall dimmer, and fan speed controller with circuit energized to verify proper operation.
- D. Test each receptacle to verify operation and proper polarity.
- E. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.
- F. Correct wiring deficiencies and replace damaged or defective wiring devices.

3.05 ADJUSTING

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

3.06 CLEANING

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

END OF SECTION

SECTION 26 2816
ENCLOSED CIRCUIT BREAKERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Enclosed circuit breakers.

1.02 REFERENCE STANDARDS

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; Federal Specification; Revision D, 2006.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2008.
- D. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- F. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 01300 (01 3000) - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for circuit breakers, enclosures, and other installed components and accessories.
- C. Project Record Documents: Record actual installed locations of enclosed circuit breakers.

1.04 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed circuit breaker internal components, enclosure, and finish.

1.06 FIELD CONDITIONS

- A. Maintain ambient temperature between 23 degrees F and 104 degrees F during and after installation of enclosed circuit breakers.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Schneider Electric: Square D Products - Q0; www.schneider-electric.us.

2.02 ENCLOSED CIRCUIT BREAKERS

- A. Description: Units consisting of molded case circuit breakers individually mounted in enclosures.
- B. Provide products listed and labeled by Underwriters Laboratories Inc. as suitable for the purpose indicated.
- C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
 1. Altitude: Less than 6,600 feet.
 2. Ambient Temperature: Between 23 degrees F and 104 degrees F.
- D. Short Circuit Current Rating:
 1. Provide enclosed circuit breakers with listed short circuit current rating as indicated on the drawings.
- E. Conductor Terminations: Suitable for use with the conductors to be installed.

- F. Provide solidly bonded equipment ground bus in each enclosed circuit breaker, with a suitable lug for terminating each equipment grounding conductor.
- G. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
 - 1. Environment Type per NEMA 250: As indicated on the drawings.
- H. Provide externally operable handle with means for locking in the OFF position.

2.03 MOLDED CASE CIRCUIT BREAKERS

- A. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
- B. Interrupting Capacity:
 - 1. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated.
 - 2. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
- C. Conductor Terminations:
 - 1. Lug Material: Copper, suitable for terminating copper conductors only.
- D. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that the ratings of the enclosed circuit breakers are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive enclosed circuit breakers.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install enclosed circuit breakers where indicated, in accordance with manufacturer's instructions.
- B. Install enclosed circuit breakers securely, in a neat and workmanlike manner in accordance with NECA 1.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required supports in accordance with Section 16070 (26 0529).
- E. Install enclosed circuit breakers plumb.
- F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed circuit breakers such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.
- G. Provide grounding and bonding in accordance with Section 16060 (26 0526).
- H. Provide floor markings to clearly indicate required working clearances where indicated or where required by the authority having jurisdiction.

3.03 FIELD QUALITY CONTROL

- A. Perform inspection, testing, and adjusting in accordance with Section 01400 (01 4000).
- B. Inspect and test in accordance with manufacturer's instructions and NETA STD ATS, except Section 4.
- C. Ground Fault Protection Systems: Test in accordance with manufacturer's instructions as required by NFPA 70.
- D. Test GFCI circuit breakers to verify proper operation.
- E. Correct deficiencies and replace damaged or defective enclosed circuit breakers.

3.04 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.05 CLEANING

- A. Clean dirt and debris from circuit breaker enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

3.06 SCHEDULE

- A. See Panel Schedules and Power Riser Diagram on Sheet E-1 of plans

END OF SECTION

SECTION 26 5100
INTERIOR LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Interior luminaires.
- B. Emergency lighting units.
- C. Exit signs.
- D. Lamps.

1.02 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NECA/IESNA 500 - Standard for Installing Indoor Commercial Lighting Systems; 2006.
- C. NECA/IESNA 502 - Standard for Installing Industrial Lighting Systems; 2006.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. NFPA 101 - Life Safety Code; 2015.
- F. UL 924 - Emergency Lighting and Power Equipment; Current Edition, Including All Revisions.
- G. UL 1598 - Luminaires; Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate the installation of luminaires with mounting surfaces installed under other sections or by others. Coordinate the work with placement of supports, anchors, etc. required for mounting. Coordinate compatibility of luminaires and associated trims with mounting surfaces at installed locations.
2. Coordinate the placement of luminaires with structural members, ductwork, piping, equipment, diffusers, fire suppression system components, and other potential conflicts installed under other sections or by others.
3. Coordinate the placement of exit signs with furniture, equipment, signage or other potential obstructions to visibility installed under other sections or by others.
4. Notify Architect of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- D. Operation and Maintenance Data: Instructions for each product including information on replacement parts.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 1. See Section 01 6000 - Product Requirements, for additional provisions.
 2. Extra Lenses and Louvers: Two percent of total quantity installed for each type, but not less than one of each type.
 3. Extra Lamps: Five percent of total quantity installed for each type, but not less than two of each type.
 4. Extra Ballasts: Two percent of total quantity installed for each type, but not less than one of each type.
- F. Project Record Documents: Record actual connections and locations of luminaires and any associated remote components.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

1.06 DELIVERY, STORAGE, AND PROTECTION

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

1.07 FIELD CONDITIONS

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

1.08 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide two year manufacturer warranty for all linear fluorescent ballasts.
- C. Provide five year pro-rata warranty for batteries for emergency lighting units.
- D. Provide ten year pro-rata warranty for batteries for self-powered exit signs.

PART 2 PRODUCTS

2.01 LUMINAIRE TYPES

- A. Furnish products as indicated in luminaire schedule included on the drawings.
- B. Substitutions: See Section 01 6000 - Product Requirements, except where individual luminaire types are designated with substitutions not permitted.

2.02 LUMINAIRES

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- G. Fluorescent Luminaires:
 1. Provide ballast disconnecting means complying with NFPA 70 where required.
 2. Fluorescent Luminaires Controlled by Occupancy Sensors: Provide programmed start ballasts.

2.03 EMERGENCY LIGHTING UNITS

- A. Description: Emergency lighting units complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.
- B. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.
- C. Battery:
 1. Size battery to supply all connected lamps, including emergency remote heads where indicated.
- D. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
- E. Provide low-voltage disconnect to prevent battery damage from deep discharge.

F. Self-Diagnostics: Provide units that self-monitor functionality and automatically perform testing required by NFPA 101 where indicated; provide indicator light(s) to report test and diagnostic status.

G. Accessories:

1. Provide compatible accessory mounting brackets where indicated or required to complete installation.

2.04 EXIT SIGNS

- Description: Exit signs and similar signs for special purpose applications such as area of refuge/rescue assistance.
- Description: Internally illuminated exit signs with LEDs unless otherwise indicated; complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.
 1. Number of Faces: Single or double as indicated or as required for the installed location.
 2. Directional Arrows: As indicated or as required for the installed location.
- Self-Powered Exit Signs:
 1. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.
 2. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
 3. Provide low-voltage disconnect to prevent battery damage from deep discharge.
 4. Self-Diagnostics: Provide units that self-monitor functionality and automatically perform testing required by NFPA 101 where indicated; provide indicator light(s) to report test and diagnostic status.

2.05 LAMPS

- Manufacturers:
 1. General Electric Company/GE Lighting: www.gelighting.com.
 2. Osram Sylvania: www.sylvania.com.
 3. Philips Lighting Company: www.lighting.philips.com.
 4. Substitutions: See Section 01 6000 - Product Requirements.
 5. Where a specific manufacturer or model is indicated elsewhere in the luminaire schedule or on the drawings, substitutions are not permitted unless explicitly indicated.
- Lamps - General Requirements:
 1. Unless explicitly excluded, provide new, compatible, operable lamps in each luminaire.
 2. Verify compatibility of specified lamps with luminaires to be installed. Where lamps are not specified, provide lamps per luminaire manufacturer's recommendations.
 3. Minimum Efficiency: Provide lamps complying with all current applicable federal and state lamp efficiency standards.
 4. Color Temperature Consistency: Unless otherwise indicated, for each type of lamp furnish products which are consistent in perceived color temperature. Replace lamps that are determined by the Architect to be inconsistent in perceived color temperature.
- Linear Fluorescent Lamps: Wattage and bulb type as indicated, with base type as required for luminaire.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 26 0537 as required for installation of luminaires provided under this section.
- B. Install products according to manufacturer's instructions.
- C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 1 (general workmanship), NECA 500 (commercial lighting), and NECA 502 (industrial lighting).
- D. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- E. Install accessories furnished with each luminaire.
- F. Bond products and metal accessories to branch circuit equipment grounding conductor.
- G. Emergency Lighting Units:
 - 1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.
- H. Exit Signs:
 - 1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.
- I. Install lamps in each luminaire.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Inspect each product for damage and defects.
- C. Operate each luminaire after installation and connection to verify proper operation.
- D. Test self-powered exit signs, emergency lighting units, and fluorescent emergency power supply units to verify proper operation upon loss of normal power supply.
- E. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.

3.05 ADJUSTING

- A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Architect. Secure locking fittings in place.
- B. Aim and position adjustable emergency lighting unit lamps to achieve optimum illumination of egress path as required or as directed by Architect or authority having jurisdiction.
- C. Exit Signs with Field-Selectable Directional Arrows: Set as indicated or as required to properly designate egress path as directed by Architect or authority having jurisdiction.

3.06 CLEANING

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

3.07 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - Closeout Submittals, for closeout submittals.
- B. Demonstration: Demonstrate proper operation of luminaires to Architect, and correct deficiencies or make adjustments as directed.
- C. Just prior to Substantial Completion, replace all lamps that have failed .

3.08 PROTECTION

- A. Protect installed luminaires from subsequent construction operations.

END OF SECTION

17-023 / Jeff Co Hwy Dept - East Shed

26 5100 - 5
INTERIOR LIGHTING

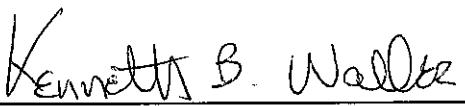
page 5 of 5

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 24 day of Oct 2017:

Boyer Bldg & Design, Inc
Company Name


Signature
Joshua Boyer
Print

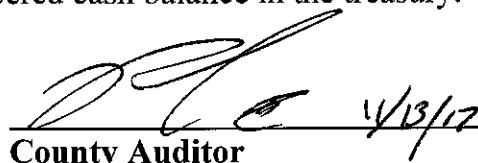
County of Jefferson, State of Missouri


Kenneth B. Waller
Kenneth B. Waller County Executive

Company Address: _____
1701 Towne View Dr
DeSoto, MO 63020

Phone: 636-337-9119

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.


County Auditor 11/13/17

APPROVED AS TO FORM


County Counselor

COOPERATIVE BID FORM

Bid Name: Jefferson County hwy Dept Remodel

INSTRUCTIONS: Bidders MUST fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes _____ No X

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, ***is not a prerequisite for award***, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.

If agreeable to the above, state the minimum dollar value *per order* you will require from a Municipality or any other tax-supported entity (**this shall not apply to Jefferson County, Missouri Government, Departments or Divisions**):

MINIMUM DOLLAR VALUE PER ORDER: \$

BY: QISY

TITLE: President

COMPANY: Boyer Bldg & Design, Inc

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 636-337-9119 E-mail boverbldg@att.net

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO
JEFFERSON COUNTY, MISSOURI**



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

ADDENDUM #1:

**Request for
Proposal:**

**REMODEL OF EXSISTING COUNTY HIGHWAY
DEPARTMENT STAFF AND STORAGE SHED –
EAST PW17B022BLD**

**Addendum 10-16-17
Date Issued:**

ORIGINAL INVITATION FOR BID NOTICE ISSUED: September 18, 2017

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, OCTOBER 24, 2017 AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

DANIEL NAUNHEIM
Department of Public Works
636-797-5569
dnaunheim@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5380

**Mail (3) Three
Complete Copies
With Vendor And
Bid Information As
Shown In Sample:**

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Boyer Bldg & Design, Inc

Joshua Boyer

Company Name

Authorized Agent (Print)

1701 Towne View Dr

Signature

Address

DeSoto, MO 63020

President

City/State/Zip Code

Title

636-337-9119

10/24/2017 81-3952466

Telephone #

Date

Tax ID #

boyerbldg@sbcglobal.net

636-586-9810

E-mail

Fax #

ADDENDUM #1:

**THE INVITATION FOR BID FOR REMODEL OF EXISTING COUNTY HIGHWAY
DEPARTMENT STAFF AND STORAGE SHED – EAST PW17B022BLD BID
SPECIFICATIONS HAS BEEN REVISED.**

Addendum 1

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER' S INITIALS: JB"

This document should be submitted with the original bid/proposal.

Addendum No. 1

Remodeling of Existing County Highway Department Staff and Storage Shed - East Project No. PW17B022BLD

1. Highway Staff & Crews are typically on site from 6:30 am to 3:00 pm each day. Contractor will need to coordinate progress and shut-down of various areas with Staff & Crew to allow their continuous use of the spaces. Contractors are not required to submit a written phasing diagram with their bid.
2. Owner will move items from work areas as needed. See requirement for coordination between Contractor and Site Staff above.
3. Contractor will be allowed off-hours access to the building and site. Contractor shall maintain security of the site, or off-hours privileges will be withdrawn.
4. Provide new siding as shown in South Elevation (Sheet A-3; approximately 480 sf). Retain old siding and store on site as directed by Owner for their future use.
5. Electrical:
 1. Add (2) duplex data outlet boxes, with conduit to above adjacent ceilings--
 1. West wall of Office 110, approximate middle of wall, and
 2. South wall of Storage 111, approximate middle of wall
 2. Remove and re-install existing time clock to north wall of Common Area 105, between existing walk-door and re-located bulletin board. Include all required power and/or data.

Revised drawings reflecting the above enhancements to the electrical system will be provided to the awarded Contractor.

6. Contractor is not required to carry Builder's Risk insurance on this project.
7. Jefferson County will cover all costs associated with securing any necessary permits.
8. Regarding the cleaning of the floors, the Contractor will only be required to perform a first floor-cleaning, using the Proscos "Cleaner/Degreaser" product as specified in Section 03 0100: Maintenance of Concrete

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this
24 day of October 2017:

Boyer Bldg & Design, Inc
Company Name

JB
Signature
Joshua Boyer, President
Print

Company Address: _____
1701 Towne View Dr
DeSoto, MO 63020
Phone: 636-337-9119

County of Jefferson, State of Missouri

Kenneth B. Waller
Kenneth B. Waller County Executive

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

RL 4/12/12
County Auditor

APPROVED AS TO FORM

Tony Davis
County Counselor

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Boyer Building & Design, Inc.
1701 Towne View Dr.
DeSoto, MO 63020

SURETY:

(Name, legal status and principal place of business)
SureTec Insurance Company
1330 Post Oak Blvd, Suite 1100
Houston, TX 77056

This document has important legal consequences.
Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)
Jefferson County
729 Maple Street
Hillsboro, MO 63050

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
Remodel of Highway Dept.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of October 2017

Stephanie Furtado
(Witness)

Boyer Building & Design, Inc. _____
(Principal) _____ (Seal)

QTR
(Title) _____

Keely Martin
(Witness)

SureTec Insurance Company _____
(Surety) _____ (Seal)

Brandi L. Bullock
(Title) Brandi L. Bullock, Attorney-In-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Gregory L. Stanley, Michael T. Reedy, Theresa A. Hunziker, Cindy Rohr, Karen Lyn Speckhals, Brandi L. Bullock, Don K. Ardolino, Kim Connell, Christopher J. O'Hagan

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 16th day of June, A.D. 2017.



SURETEC INSURANCE COMPANY

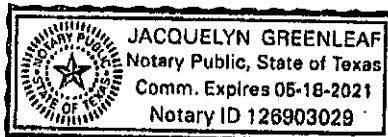
By:

John Knox Jr., President

State of Texas
County of Harris

ss:

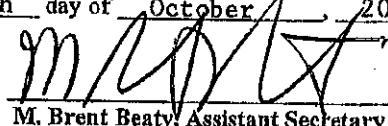
On this 16th day of June, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacqueline Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of October, 2017, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

State of Missouri
County of City of St. Louis

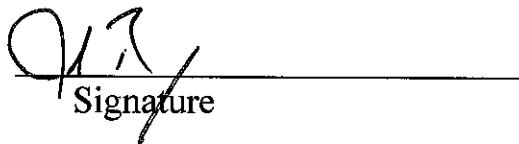
On this October 24, 2017 before me personally appeared
Brandi L. Bullock to me known to be an Attorney-in-Fact of
SureTec Insurance Company the corporation described in the
within instrument, and he acknowledged that he executed the within instrument as the act of the said
Company in accordance with authority duly conferred upon him by said Company.

<u>JUDITH A. MITCHELL</u>	
Notary Public - Notary Seal	
STATE OF MISSOURI	
St. Charles County	
My Commission Expires: Aug. 27, 2021	
Commission # 13520444	

Judith A. Mitchell
Notary Public

Affidavit of Real Estate Property

I, Joshua Boyer, President of Boyer Building & Design, Inc. does hereby solemnly swear that Boyer Bldg & Design, Inc does not own any real estate property in Jefferson County, nor owe any delinquent taxes on any personal property owned.

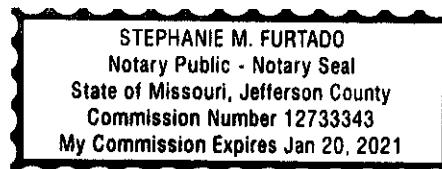


Signature

Subscribed and sworn before me on this 24 day of Oct 2017.



Stephanie M. Furtado
Notary Public





CERTIFICATE OF LIABILITY INSURANCE

BOYER-3

OP ID: MI

DATE (MM/DD/YYYY)

12/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JD Kutter Insurance Associates C.J. Thomas Company, Inc. 800 Market Street, 18th Floor St. Louis, MO 63101 JD Kutter Insurance Associates		CONTACT NAME: Judy Mitchell PHONE (A/C, No. Ext): 314-657-2959 E-MAIL ADDRESS: judy@jdkutter.com	FAX (A/C, No): 314-657-2970
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : United Fire & Casualty Co	NAIC # 13021
		INSURER B : Missouri Employers Mutual	10191
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <hr/> OTHER:		60482821	10/18/2016	10/18/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		60482821	10/18/2016	10/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		60482821	10/18/2016	10/18/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MEM 2023219	10/18/2016	10/18/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER

CANCELLATION

XXXXXXX

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JD Kutter Charles L. Crane Agency 100 N Broadway, Ste 900 Saint Louis, MO 63102	CONTACT Shari Smith, CISR NAME: PHONE (A/C, No, Ext): (314) 444-4829 FAX (A/C, No): (314) 444-4900 E-MAIL ADDRESS: shari@jdkutter.com
	INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty Co.** INSURER B: Missouri Employers Mutual Ins. INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Boyer Building & Design, Inc. 1701 Towne View Dr. DeSoto, MO 63020	NAIC # 10191

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	60495487	10/18/2017	10/18/2018	EACH OCCURRENCE	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	OTHER:				MED EXP (Any one person)	\$ 5,000	
					PERSONAL & ADV INJURY	\$ 1,000,000	
					GENERAL AGGREGATE	\$ 2,000,000	
					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
						\$	
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	60495487	10/18/2017	10/18/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
						\$	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	60495487	10/18/2017	10/18/2018	EACH OCCURRENCE	\$ 1,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 0				AGGREGATE	\$ 1,000,000	
						\$	
						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	MEM202321901	10/18/2017	10/18/2018	X PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE COUNTY OF JEFFERSON AND ITS EMPLOYEES ARE INCLUDED AS ADDITIONAL INSUREDS AS REQUIRED BY WRITTEN CONTRACT UNDER THE GENERAL LIABILITY POLICY WITH RESPECT TO WORK PERFORMED BY THE NAMED INSURED FOR THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER

CANCELLATION

County of Jefferson
729 Maple St.
Hillsboro, MO 63050

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage - Borrowed Equipment
- * Property Damage Liability - Elevators
- * Coverage D - Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E - Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- * Coverage F - Electronic Data Liability Coverage - \$50,000
- * Coverage G - Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- * Coverage H - Water Damage Legal Liability - \$25,000
- * Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations - extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- * Contractors Blanket Additional Insured - Products - Completed Operations Coverage – Including Upstream Parties
- * Automatic Additional Insured - Vendors
- * Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured - Managers or Lessor of Premises
- * Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- * Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- * Additional Insured - Employee Injury to Another Employee
- * Automatically included - Aggregate Limits of Insurance (per location)
- * Automatically included - Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * "Insured Contract" redefined for Limited Railroad Contractual Liability
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING
YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Extended Property Damage

At 2. Exclusions exclusion a. **Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Expanded Fire Legal Liability

At 2. Exclusions the last paragraph is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

3. Non-Owned Watercraft

At 2. Exclusions exclusion g. **Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. Property Damage – Borrowed Equipment

At 2. Exclusions the following is added to paragraph (4) of exclusion j. **Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At 2. Exclusions the following is added to paragraphs (3), (4) and (6) of exclusion j. **Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion j. **Damage to Property** is deleted and replaced by the following:

j. **Damage to Property**

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

6. COVERAGE I - DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph 2. Exclusions of **SECTION I - COVERAGES COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:

1. To read SUPPLEMENTARY PAYMENTS

2. Bail Bonds

Item 1.b. is amended as follows:

- b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item 1.d. is amended as follows:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item 3.a. is deleted and replaced by the following :

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item 1.f. is added as follows:

- f.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties

- a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;

- b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Such coverage will not apply subsequent to the first to occur of the following:
 - i. The expiration of the period of time required by the "written contract"; or
 - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".

c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

7. Additional Insured - Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) This insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Sub-paragraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured - Lessor of Leased Equipment - Automatic Status When Required in Lease Agreement With You

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

9. Additional Insured – Managers or Lessors of Premises

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- b. This insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

13. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

- a. "Bodily injury" or "personal and advertising injury"
 - (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
 - (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 13 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under **Coverage C**;
 - b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

- c. Damages under **Coverage B**; and
- d. Damages under **Coverage H**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added :

- 8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage H for **Water Damage Legal Liability**.
- 9. **Coverage G - Product Recall Expense**

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of

SECTION II – WHO IS AN INSURED above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to 5. of SECTION III – LIMITS OF INSURANCE, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under **Coverage A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. **Knowledge of Occurrence**

a. Condition 2., Items a. and b. are deleted and replaced by the following:

(1) **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance** (1).(a) is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and notwithstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c. You or any other involved insured must:
 (5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to **Coverage G - Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

15. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

SECTION V – DEFINITIONS

A. At item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "Bodily injury" is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. Item 9. "Insured contract" c. is deleted and replaced with the following:

- c. Any easement or license agreement;

D. Item 9. "Insured Contract" f.(1) is deleted

E. The following definitions are added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
- b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
 - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
 - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:

- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
- b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
- c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
- d. Transportation and accommodation expense incurred by your employees.
- e. Rental expense incurred for temporary locations used to store recalled products.
- f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
- g. Transportation expenses incurred to replace recalled products.
- h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- a. Is currently in effect or becoming effective during the term of this policy; and
- b. Was executed prior to:

- (1) The "bodily injury" or "property damage"; or
- (2) The offense that caused the "personal and advertising injury", for which the additional insured seeks coverage under this coverage part.



Company ID Number: 1213630

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Boyer Bldg & Design, Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherfrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Boyer Bldg & Design, Inc	
Name (Please Type or Print) Joshua Boyer	Title
Signature Electronically Signed	Date 07/13/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/13/2017



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Boyer Bldg & Design, Inc
Company Facility Address	1701 Towne View Dr DeStoto, MO 63020
Company Alternate Address	
County or Parish	JEFFERSON
Employer Identification Number	813952466
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1